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K#: **810013**

Location: **CA San Jose**

Employer Name: **East Side Union High School District**

Union: **East Side Teachers Association, California Teachers Association, National Education Association (NEA)**

Local:

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NAICS: **611110**

Sector: **L**

Number of Workers: **1238**

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COLLECTIVE BARGAINING AGREEMENT

between the

**EAST SIDE TEACHERS
ASSOCIATION/CTA/NEA
888 South Capitol Avenue
San Jose, CA 95127**

and the

**EAST SIDE UNION
HIGH SCHOOL DISTRICT
830 North Capitol Avenue
San Jose, CA 95133**

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ARTICLE 1

Agreement

1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the East Side Union High School District ("District") and the East Side Teachers Association/California Teachers Association/National Education Association ("Association"), an employee organization.

1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

ARTICLE 2

Recognition

2.1 The Board recognizes this Association as the exclusive representative of all contractual certificated employees of the Board, excluding the following management and supervisory personnel:

Superintendent

Deputy Superintendent

Assistant Superintendent

Directors

Principals

Assistant Directors

Associate Principals

Villa Principals

Subject Area Coordinators

Coordinators

Administrators

2.2 The Association shall be notified in writing of proposed administrative, management non-administrative, or supervisory job descriptions to be submitted to the Board of Trustees prior to formal adoption.

2.3 The parties to this Agreement recognize that the duties and work performed by the certificated employees in the bargaining unit described in this article shall be performed only by bargaining unit members and shall not be subcontracted, supplanted, or otherwise transferred out of the bargaining unit.

1 2.3.1 Programs and services designed to supplement the bar-
2 gaining unit members in delivery of student services will
3 not be negatively affected by this section.

4 2.3.2 All core curriculum classes (mathematics, English, science,
5 social studies) at CCOC will be taught either by ESTA
6 bargaining unit members or by members of the CTA-
7 affiliate bargaining unit representing certificated teachers
8 at CCOC.

9 2.3.2.1 Core curriculum classes amounting to more
10 than one (1) hour per day in any curriculum
11 area will be taught by ESTA bargaining
12 unit members.

13 2.3.2.2 An acceptable method of monitoring this
14 agreement will be established and adhered
15 to.

16 2.3.2.3 Enrollment in core courses at CCOC for
17 satisfaction of graduation course specific
18 requirements will be restricted to students
19 who must make-up or repeat such core
20 classes (math, English, science, social stud-
21 ies).

ARTICLE 3

Association Rights

3.1 All employee organization business, discussion and activities will be conducted by bargaining unit members or Association officials outside established classroom hours as defined in Article 14, and will be conducted in places other than District property except when:

3.1.1 An authorized Association representative obtains advance permission from the Superintendent or his designee regarding the specific time, place, and type of activity to be conducted.

3.1.2 The Superintendent can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of bargaining unit members, and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an Association representative.

3.2 The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent or his designee.

3.2.1 Any literature to be distributed by the Association or posted on designated Association bulletin board space must meet professional and ethical standards; be dated; and identify the person(s) and/or organization responsible for it.

3.2.2 A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting distribution.

- 1 3.3 The District will furnish the Association the names, addresses and
2 phone numbers of bargaining unit members no later than October 1
3 of each school year.
- 4 3.4 Names, addresses, date of hire, and work location of all newly
5 hired teachers shall be provided to the Exclusive Representative no
6 later than five (5) business days following the date of acceptance of
7 employment.
- 8 3.5 The District shall provide the Association with two (2) copies of the
9 complete Board of Education meeting agendas minus closed ses-
10 sion material. Agenda and non-confidential material shall be avail-
11 able on the day it is delivered to the Board of Trustees.
- 12 3.6 The District will comply with Education Code 44987.
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ARTICLE 4

District Rights

- 4.1 The exercise of the following powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the specific and express terms of this Agreement and to the extent such specific and express terms are in conformance with law.

ARTICLE 5

Organizational Security and Employee Rights

- 5.1 Except as provided by this Article, the District and the Association recognize the right of employees to form, join and participate in lawful activities of the employee organization and the equal alternative right of employees to refuse to form, join or participate in or support employee organization activities.
- 5.2 The Board shall not illegally discriminate against any bargaining unit member on the basis of any condition defined by law, e.g. race, color, creed, gender, national origin, political affiliation, marital status, age, disability, sexual orientation, membership in an employee organization or participation in the activities of an employee organization.
- 5.3 A bargaining unit member has the right to have another bargaining unit member present at all conferences with a supervisor. (Refer to Appendix E.)
- 5.4 Each bargaining unit member covered by this Agreement who is a member of the Association at the time this Agreement is executed or becomes a member of the Association shall maintain his/her membership in the Association for the term of this Agreement.
- 5.4.1 Bargaining unit members shall, within thirty (30) days of the effective date of this Agreement or within thirty (30) days of their employment date, whichever is later, either join the Association by executing a payroll deduction authorization form for payment of dues or pay a service fee not to exceed dues, initiation fees and general assessments (hereinafter "service fees"), by executing a service fee deduction authorization form for the payment of such fee.

1 5.4.1.1 Nothing contained herein shall prohibit a
2 bargaining unit member from paying dues
3 or service fees directly to the Association.

4 5.4.1.2 If a bargaining unit member withdraws a
5 dues or service fee authorization and/or
6 fails to pay dues/service fees directly to the
7 Association, the District shall, upon notifi-
8 cation from the Association and notice to
9 the bargaining unit member, deduct from
10 the wages of said bargaining unit member,
11 and pay to the Association, all dues/service
12 fees owed to the Association.

13 5.4.2 The Association agrees to furnish any information needed
14 by the District to fulfill the provisions of this Article. The
15 District agrees to furnish any information needed by the
16 Association to fulfill the provisions of this Article.

17 5.4.3 Religious Exemption:

18 5.4.3.1 If an employee in the bargaining unit be-
19 longs to a recognized religious organization
20 which does not permit its members to pay a
21 representational/services fee to any em-
22 ployee organization, an amount equal to
23 the fee which would have been paid will be
24 paid by that bargaining unit member and
25 deposited into a Student Benefit Fund es-
26 tablished and administered jointly by the
27 Association and the District. If no such
28 fund exists, the amount deducted will be
29 deposited by the District with a recognized
30 charitable organization designated by the
31 bargaining unit member and approved by
32 the Association and the District. Such or-
33 ganization shall be a non-religious, non-

labor organization exempt from taxation under Section 503(c) (3) of Title 26 of the Internal Revenue Code.

5.4.3.2

Any bargaining unit member who is a member of a religious group whose beliefs prohibit joining an employee organization or paying a representational/service fee to such an organization shall demonstrate such membership and beliefs to a neutral third party to be agreed upon by the Association and the District. A bargaining unit member desiring to be exempt from joining the Association or paying the representational/service fee shall file a claim of exemption with the Association with a copy to the District. The District and the Association shall establish procedures for providing the bargaining unit member a hearing on the claim of exemption.

5.4.3.2.1

In the event the neutral party denies the claim, the neutral shall notify the Association, the District and the bargaining unit member of such decision. If the bargaining unit member fails or refuses to join the Association or pay the representation/service fee by lump sum or make adequate provisions for its payment through payroll deduction within thirty (30)

1 days after such decisions, the
2 Association may initiate ac-
3 tion as required by the provi-
4 sions of this Article.

5 5.4.4 With respect to sums deducted by the District pursuant to
6 this Article, whether for membership dues or equivalent
7 fee, the District agrees promptly to remit such monies to
8 the Association accompanied by an alphabetical list of
9 bargaining unit members for whom such deductions have
10 been made, categorizing them as to membership or non-
11 membership in the Association and indicating any
12 changes in personnel from the list previously furnished.

13 5.4.5 The Association shall indemnify and hold the District
14 harmless from any and all claims, demands or suits, or
15 other action arising from the organizational security pro-
16 visions contained herein, including reasonable attorney
17 fees and costs. The Association as the indemnitor shall
18 have the exclusive right to decide and determine which
19 matters shall or shall not be compromised, resisted, de-
20 fended, tried or appealed.

21 5.4.6 The Association, as the exclusive representative, shall
22 have the sole and exclusive right to have membership
23 dues and representation/service fees deducted for em-
24 ployees in the bargaining unit by the District. The District
25 will, upon appropriate authorization from the bargaining
26 unit member, deduct and make appropriate remittance for
27 such membership dues and fees.

28 5.4.6.1 Pursuant to such authorization, the District
29 shall deduct one-tenth (1/10) of such
30 dues/fees from the regular monthly salary
31 check of the bargaining unit member each
32 month for ten (10) months. Deductions for

bargaining unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Payroll deductions shall be without cost to the bargaining unit members or the Association.

5.4.7 The District, upon appropriate written authorization from any bargaining unit member, shall deduct such other voluntary deductions jointly approved by the Association and the District.

ARTICLE 6

Leave Provisions

6.1 General Leave Provisions

6.1.1 Whenever possible, a bargaining unit member must contact the District substitute service or his/her immediate supervisor as soon as the need to be absent is known. Failure to provide adequate notice shall be grounds for denial of leave with pay or other disciplinary action.

6.1.2 A bargaining unit member who is absent for less than a full day shall have deducted a pro rata amount of time from the accumulated leave.

6.1.3 The District shall provide each bargaining unit member on request with a written or verbal statement (at bargaining unit member's option) of: (1) accrued personal illness and injury leave total, and (2) personal illness and injury entitlement for the school year. District reply shall be no later than two (2) working days.

6.1.4 Quarantine: A bargaining unit member who is absent from the service of the school due to a legally established quarantine shall be entitled to the same leave as though he/she were personally ill, provided he/she files a certificate from the County Health Department showing such quarantine.

6.1.5 Bargaining unit members assigned to summer school shall be allowed one (1) day of absence due to accident or illness during their period of summer employment, without deduction of salary. This allowance shall not be cumulative and shall not be added to the cumulative sick leave of ten (10) days.

1 6.1.6 When a bargaining unit member retires, accumulated per-
2 sonal illness and injury leave will be credited according to
3 rules and regulations of State Teachers Retirement System
4 (STRS).

5 6.1.7 The Board shall release bargaining unit members who are
6 chosen to serve on a commission on Professional Compe-
7 tence in accordance with Education Code Section 44944.
8 The rights and duties of the bargaining unit member ren-
9 dering such service shall be those contained in Education
10 Code Sections 44945 and 45047.

11 6.1.8 Leaves for other employment may be granted at the dis-
12 cretion of the Board, and decisions here under shall not be
13 subject to Article 13, "Grievance Procedure." Nothing in
14 this section shall deny the bargaining unit member the
15 right to reconsideration.

16 6.1.9 A bargaining unit member returning from an approved
17 leave of absence shall have the same rights of assignment
18 at the site from which the leave was granted as do all
19 other bargaining unit members at that site.

20 6.2 Association Leave

21 The Association, for purposes other than grievance representation
22 and negotiations, shall have a maximum total of twenty-five (25)
23 days of paid leave to utilize for local, State or national conferences.
24 Names of Association representatives, by office held, shall be sub-
25 mitted in writing to the office of the Superintendent no later than
26 October 1 of each year, and again by February 1. These representa-
27 tives shall be excused from school duties upon two (2) days ad-
28 vance notification to the Superintendent and the immediate super-
29 visor by the Association President. The Association shall pay for
30 substitutes needed under this Section when representatives are not
31 able to perform contractual duties.

1 6.3 Bereavement Leave

2 6.3.1 A bargaining unit member shall be entitled to three (3)
3 days' leave of absence or five (5) days' leave of absence if
4 out-of-state travel or travel in excess of 300 miles is re-
5 quired, without loss of salary or sick leave, on account of
6 the death of any member of his or her immediate family.
7 Extensions of this leave (chargeable to the bargaining unit
8 member's sick leave) may be granted by the Superinten-
9 dent.

10 6.3.2 For purposes of this provision, an immediate family
11 member shall be spouse/domestic partner, children,
12 mother, father, mother-in-law, father-in-law, brother, sis-
13 ter, son-in-law, daughter-in-law, grandparents and grand-
14 children of the bargaining unit member or
15 spouse/domestic partner, or any relative living in the
16 immediate household of the bargaining unit member. For
17 the purpose of this article, domestic partner is defined by
18 the domestic partner affidavit on file with the District's
19 Human Resources Division.

20 6.3.3 A bargaining unit member shall notify the District as soon
21 as possible and also state the expected duration of the ab-
22 sence to enable the District to secure a substitute.

23 6.4 Industrial Accident Leave

24 6.4.1 Bargaining unit members will be entitled to industrial ac-
25 cident leave according to the provisions in Education
26 Code Section 44984 for personal injury which has quali-
27 fied for worker's compensation under the provision of the
28 State Compensation Insurance Fund.

29 6.4.2 Such leave shall not exceed sixty (60) days during which
30 the schools of the District are required to be in session or
31 when the employee would otherwise have been perform-

ing work for the District in any one (1) fiscal year for the same industrial accident.

6.4.3 The District has the right to have the bargaining unit member examined by a physician designated by the District to assist in determining the length of time during which the bargaining unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

6.4.3.1 A bargaining unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as bargaining unit member's physician and District designated physician (if appropriate) agree that there has been such a recovery.

6.4.4 For any days of absence from duty as a result of the same industrial accident, the bargaining unit member shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed 100 percent of the amount the bargaining unit member would have received as salary had there been no industrial accident or illness. If the bargaining unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the bargaining unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the bargaining unit member.

6.4.5 An industrial accident or illness as used in this section means any injury or illness whose cause can be traced to the performance of services for the Board. Said injury is to

1 be determined by the District's current worker's compen-
2 sation provider.

3 6.4.6 The District copy of the report of an industrial accident or
4 illness shall be kept on file in the District's worker's com-
5 pensation office.

6 6.4.7 The benefits provided in this section are in addition to the
7 sick leave benefits.

8 6.5 Maternity Related Leave

9 6.5.1 Bargaining unit members are entitled to use sick leave
10 benefits for disabilities caused or contributed to by preg-
11 nancy, miscarriage, childbirth, and recovery therefrom on
12 the same terms and conditions governing leaves of ab-
13 sence from other illness or medical disability in accor-
14 dance with appropriate Federal Law.

15 6.6 Leave Without Pay for Child Bearing Preparation and Child Rear-
16 ing

17 6.6.1 Leave without pay or other benefits may be granted to a
18 bargaining unit member for preparation for child bearing
19 and for child rearing.

20 6.6.2 The bargaining unit member shall request such leave as
21 soon as practicable, but under no circumstances less than
22 thirty (30) workdays prior to the date on which the leave
23 is to begin. Such request shall be in writing and shall in-
24 clude a statement as to the dates the employee wishes to
25 begin and end the leave without pay.

26 6.6.3 The determination as to the date on which the leave shall
27 begin and the duration of such leave shall be made at the
28 discretion of the Superintendent when considering the
29 schedule and replacement problems of the District.

1 6.6.4 The duration of such leave shall consist of no more than
2 twelve (12) consecutive months and shall automatically
3 terminate on June 30 in the school year in which such
4 leave is granted. An extension may be granted, not to ex-
5 ceed an additional twelve (12) months.

6 6.6.5 If the bargaining unit member elects a leave under this
7 Section, the bargaining unit member is not entitled to the
8 use of any accrued sick leave or other paid leave while
9 such employee is on child bearing preparation leave or
10 leave for child rearing, whether or not the illness or dis-
11 ability is related to a pregnancy, miscarriage, or child-
12 birth, or recovery therefrom. *Refer to Section 6.5 for Mater-*
13 *nity Related Leave.*

14 6.6.6 There shall not be a diminution of employment status for
15 child bearing or child rearing except that no person shall
16 be entitled to compensation or increment, nor shall the
17 time taken on parental leave count toward credit for pro-
18 bationary teachers in earning tenure status.

19 6.6.7 If a bargaining unit member is on leave for child bearing
20 or child rearing and in the event of a miscarriage or death
21 of a child subsequent to childbirth, the bargaining unit
22 member may request an immediate assignment to a unit
23 position. If there is a vacancy for which a bargaining unit
24 member is qualified, the District will assign the teacher to
25 a position as soon as practicable.

26 6.7 Personal Necessity Leave

27 Personal necessity leave shall not be available solely for the pur-
28 pose of personal convenience or for matters which can be taken
29 care of outside the work hours or for recreational activities. The
30 bargaining unit member will notify his/her supervisor as soon as
31 possible of the need to use such leave.

6.7.1 A bargaining unit member, at the unit member's election, may use up to seven (7) days of accumulated sick leave in any school year for reasons of personal necessity as defined below.

6.7.2 Types of Personal Necessity

6.7.2.1 Death or serious illness of a member of the bargaining unit member's immediate family. This is in addition to regular bereavement leave, Article 6.3. This does not require prior approval.

6.7.2.2 Accident involving the person or property of the bargaining unit member or a member of his/her immediate family. This does not require prior approval.

6.7.2.3 Adoption of a child.

6.7.2.4 If a bargaining unit member is on unpaid leave for child bearing preparation and/or child rearing, in the event of a miscarriage or death of a child, a bargaining unit member shall be entitled to use personal necessity leave to care for his/her child or the mother/father of the child.

6.7.2.5 Up to three (3) days of authorized Personal Necessity Leave may be utilized for reasons of Compelling Personal Importance. This leave is to be used only for reasons which the bargaining unit member cannot reasonably be expected to disregard and which require the attention of the bargaining unit

member during assigned working hours of service.

6.7.2.5.1 Two (2) of the three (3) days may be used at the discretion of the employee. These days shall not fall before or after a holiday or vacation period nor be used for concerted activities.

6.7.2.5.2 One (1) of the three (3) days requires at least two (2) working days' advance approval from the immediate administrator.

6.8 Legislative Leave

A bargaining unit member who holds any other elected position that interferes with the regular school day may file an application with the Superintendent and, with the approval of the Board, be granted a long-term unpaid leave. The bargaining unit member will receive no salary or other benefits at this time. The bargaining unit member has the option to continue the District health and welfare benefit program by paying premiums on a quarterly basis.

6.9 Judicial Leave

Any bargaining unit member called to jury duty or to appear as a witness in court as provided in Education Code 44036 may serve without loss of pay nor loss of creditable public retirement service. The current jury duty fee shall be made payable to the District for jury duty services.

6.10 Military Leave

6.10.1 Education Code 45059, Military Veteran Code 395 shall be incorporated into this Agreement and shall be supplemented as follows:

6.10.1.1 Any bargaining unit member who has one (1) year or more of service with the District, and who is called to temporary military duty, shall receive his/her salary for the first thirty (30) days of such absence.

6.10.1.2 Because most military training can be taken during summer periods, personnel are encouraged to take required training during a school vacation period.

6.11 Other Leaves Without Pay

6.11.1 Upon recommendation of the Superintendent and approval of the Board of Trustees, leave without compensation, increment, seniority or tenure credit may be granted for one (1) school year. The Board may extend the leave on an annual basis.

6.11.2 Leaves under this condition may be granted for the following purposes: care of a member of the immediate family who is ill, long-term illness of a bargaining unit member, or professional study or research. Leaves for purposes other than those listed above may be granted by the Board upon recommendation of the Superintendent.

6.11.3 A bargaining unit member may substitute in the District while on unpaid leave.

6.11.4 Bargaining unit members on a leave of absence will notify the District in writing of their status as of May 1 of the current school year. If such notification is not received by the district, the extent of the district's obligation is to offer an assignment when a permanent vacancy is available.

1 6.12 Sick Leave

2 Section 44978 of the Education Code is incorporated into this
3 Agreement, except as supplemented below:

4 6.12.1 Full-time bargaining unit members employed five (5) days
5 a week shall be entitled to ten (10) days leave with full pay
6 for each school year for purposes of personal illness or
7 injury, except that eleven (11) and twelve (12) month bar-
8 gaining unit members shall be allowed eleven (11) and
9 twelve (12) days respectively, each year. Bargaining unit
10 members who work less than full time shall be entitled to
11 that portion of the appropriate leave as the number of
12 hours per week of scheduled duty relates to the number of
13 hours for a full-time bargaining unit member in a compa-
14 rable position. Unused days will be accumulated by bar-
15 gaining unit members for use, if necessary, during suc-
16 ceeding years.

17 6.12.2 Consistent with Education Code 44977, if additional ab-
18 sences are necessary, and after all earned sick leave days
19 set forth in 6.12.1 above are exhausted, the bargaining unit
20 member, for each illness, shall receive the difference be-
21 tween his/her own salary and the amount paid a substi-
22 tute, or, if no substitute is employed, the amount which
23 would have been paid to a substitute, at the current per
24 diem substitute rate up to a total of five (5) calendar
25 months in which schools are in session, exclusive of the
26 earned personal illness and injury leave days at full pay.
27 The amount of salary deducted shall not exceed fifty per-
28 cent (50%) of the salary due him/her. This section is sub-
29 ject to the provisions of 6.12.3 below.

6.12.2.1 When adopting a child, a bargaining unit member who has exhausted his/her accumulated sick leave may use up to six (6) days of differential paid leave.

6.12.3 Upon request of the Director of Human Resources, a bargaining unit member shall be required to present a medical doctor's certificate verifying the personal injury or illness and/or a medical authorization to return to work. If circumstances warrant it, the District, at District expense, may require a bargaining unit member to visit a District-designated specialist. If the report to the Superintendent or designee concludes that the absence is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the bargaining unit member, may refuse to grant such leave.

6.13 Sabbatical Leave

6.13.1 After completing seven (7) consecutive years of full-time service, a bargaining unit member will be eligible to apply for a leave of absence not to exceed a one-year (1) period or a leave of absence in two (2) semester periods. Said seven (7) years of consecutive service shall be preceding the granting of the leave. (Education Code 44967) Not more than one (1) full year's leave shall be granted in each seven (7) year period.

6.13.2 The number of bargaining unit members absent on sabbatical leave at any one (1) time shall not exceed one percent (1%) of the total number of bargaining unit members employed at the time the application was made.

6.13.3 Sabbatical leave applications must be submitted to the bargaining unit member's principal or immediate supervisor no later than four (4) months prior to the end of the semester immediately preceding the leave. The applica-

tion is then forwarded to the Director of Human Resources. A committee consisting of four (4) representatives chosen by the Exclusive Representative, five (5) management representatives, including the appropriate subject area coordinator, shall screen applications and recommend candidates to the Superintendent for consideration by the Board of Trustees. Whenever possible, the Board will take action on Sabbatical Leaves within thirty (30) days of receiving the Superintendent's recommendation.

6.13.4 Distribution of leaves will be weighed against the following criteria, listed in order of significance and importance:

6.13.4.1 Specific purpose of the sabbatical leave with the written endorsement of at least one (1) person stating that:

6.13.4.1.1 There is a District or school need to be served by the purposes of the sabbatical; and

6.13.4.1.2 To the extent possible opportunity will be provided at the site supervised by said management person for results of the sabbatical to be implemented by the applicant and evaluated by the appropriate management person.

6.13.5 Terms and conditions of the leave shall mutually be agreed upon in writing and shall include, but not be limited to, an indemnification bond for failure to successfully complete the sabbatical program or to render the neces-

1 sary post-leave service, a stipulation to a post-leave serv-
2 ice of not less than two (2) full years of a full year of leave,
3 and one (1) full year for a half year of leave, the descrip-
4 tion of the sabbatical program, and appropriate reporting
5 procedures as may be designated by the Superintendent.

6 6.13.6 If death prevents the bargaining unit member from ful-
7 filling the agreement to return to the service in the Dis-
8 trict, no repayment of salary will be required of the bar-
9 gaining unit member's estate.

10 6.13.7 Incremental credit will be given for paid sabbatical leave
11 taken.

12 6.13.8 The Board shall pay bargaining unit members who are on
13 a full year's leave 50% of their salary if they have seven (7)
14 years of service to the District, or 60% of their salary if
15 they have fourteen (14) years of service to the District, ex-
16 clusive of extra-duty pay. If the leave is for less than a
17 year, bargaining unit member's pay will be pro-rated.
18 Payroll deductions will continue during the period of
19 leave as will provisions of applicable benefits.

20 6.13.9 Willful failure to complete the sabbatical leave require-
21 ments as agreed upon will be considered insubordination
22 and grounds for instituting dismissal proceedings. The
23 Credentials Commission of the California State Depart-
24 ment of Education shall also be alerted for possible cre-
25 dential revocation.

ARTICLE 7

Transfers

7.1 A transfer is a move from one (1) full-time unit position to another at a different site.

7.2 Voluntary Transfers

Bargaining unit members may apply for transfer to a different site or any specific tentative opening by filing the transfer request form with the District. Following a fair interview procedure of a reasonable number of candidates, selections shall be made based solely upon the applicant's ability to meet the educational needs of the school and/or of the students with due regard for the applicant's qualifications and record of service with the District. The final selections, which shall not be arbitrary or capricious, shall be made by the Superintendent or designee. The District shall acknowledge receipt of the voluntary transfer request form within a reasonable amount of time. All applicants for a specific tentative opening will be notified electronically after the opening is filled. The goal is to maintain a list of open positions on a District web page, which will be updated every two (2) weeks.

7.2.1 No later than the first workday in June of each year, the District shall publish on the District's website and post at all District school sites a list of tentative certificated openings and reductions by school and department for the next school year. Those tentative openings and reductions which are not known by the first workday in June will be published and posted five (5) working days before the end of the school year.

7.2.2 Bargaining unit members may apply for transfer to a different site or any specific tentative opening by filing the transfer request form with the District prior to May 1. Transfer request forms shall be made available to bar-

gaining unit members, including those on leave, at all District sites. The transfer request form shall include space for information necessary to implement this policy and must be completed by any bargaining unit member who desires to apply for a listed opening. Upon request, those who apply for such a transfer will receive a copy of the "transfer list" prior to the end of the school year. The list of persons requesting transfers shall remain in effect until the next May 1.

7.2.3 Should openings occur subsequent to June 1st, the District shall publish on the District's website and post at all District school sites these position openings.

7.2.3.1 Applicants for a specific tentative opening may apply after June 1 and before August 20 and will be considered for the specific opening for which they apply. An acknowledgment of the receipt of their transfer request form will be sent to them.

7.2.4 If a transfer offer is made on or before July 27, an applicant has up to ten (10) weekdays or until August 1, whichever is earlier, to accept the offer in writing or by e-mail. In no case will the applicant have fewer than three (3) weekdays to respond. If a transfer offer is made after July 27, the applicant has three (3) weekdays to accept. Once the offer is accepted, the transfer is mutually binding.

7.3 Bargaining unit members who apply for open Appendix C, Part II positions will be given priority over non-bargaining unit applicants. The final selection is within the discretion of the site/district management.

7.4 Involuntary Transfers

Involuntary transfers may be made when there is a need to reduce staff at the school from which the transfer is made or the transfer may be initiated by the Superintendent/designee when based exclusively on the legitimate educationally-related needs of the District. The District's selection of transferees will be made with due regard for the bargaining unit member's qualifications, credentials, record of service with the District, the Education Code and will not be arbitrary or capricious.

7.4.1 Involuntary Transfers Due to Reduction in Force

7.4.1.1 Efforts shall be made to secure voluntary transfers from the school which must reduce staff before considering involuntary transfers.

7.4.1.2 No bargaining unit member shall be involuntarily transferred outside his/her credential area. If it is educationally unsound to move the least senior member, the next least senior member shall be transferred.

7.4.1.2.1 In the event that two (2) or more individuals have the same seniority date, the tie shall be broken by the following hierarchy of criteria.

- a. Higher seniority in the currently taught subject area or position (counseling, advisor, etc.)

b. The skills and experiences that best meet the needs of the school and/or District as determined by the principal.

c. If a tie still exists after application of a and b above, said tie shall be broken by a flip of a coin.

7.4.1.3 Bargaining unit members being transferred involuntarily shall be given the opportunity to express a preference for the school and position to which transfer is made.

7.4.1.4 The Superintendent/designee shall consult with the Association President/designee with respect to and prior to the implementation of involuntary transfers.

7.4.2 Involuntary Transfers Due to Educational Needs

7.4.2.1 "Educationally-related needs" as used below includes special program needs, the need to maintain staff makeup, conflicts in a department, etc.

7.4.2.2 Involuntary transfers may be made by the Superintendent or designee when the school has need for the particular skills or competencies of the bargaining unit member being transferred and when no individual with equal competencies volunteers to transfer.

7.4.2.3 The District shall provide reasonable forewarning to candidates for involuntary transfer.

7.4.2.4 Bargaining unit members being transferred involuntarily shall be given the opportunity to express a preference for the school and position to which transfer is made.

7.4.2.5 The Superintendent/designee shall consult with the Association President/designee with respect to and prior to the implementation of an involuntary transfer. Such consultation shall specify the educational need(s) and confirm that such transfer is not arbitrary or capricious.

7.5 Priority Transfers

A full time bargaining unit member who requests a transfer for two (2) consecutive years and does not have the transfer granted shall be guaranteed a transfer upon his/her third consecutive request. This guarantee shall be dependent upon the existence of open positions for which the bargaining unit member is "credentialed and qualified." A bargaining unit member may request a particular placement and/or assignment; however, a bargaining unit member is only guaranteed a position, not a specific site or assignment. If a position is offered and rejected by the bargaining unit member, the bargaining unit member loses priority transfer rights. For the purposes of this provision, a bargaining unit member who submits his/her third request and finds that there are no openings available shall be entitled to submit subsequent requests on a consecutive year-by-year basis until an appropriate opening becomes available. A bargaining unit member who has been served with a notice of unprofessional conduct or incompetence as specified in Education Code Section 44938, or where the most recent evaluation has been unsatisfactory, or where the member is currently in a remediation

1 program shall not be eligible for transfer under this section. Should
2 a bargaining unit member who is otherwise qualified for transfer
3 under this provision be exonerated of charges pursuant to the dis-
4 missal provisions for permanent employees specific in the Educa-
5 tion Code, or be exonerated of the unsatisfactory evaluation rating
6 through the grievance procedure, he/she will be eligible to apply
7 for this priority transfer upon determination of his/her case. For
8 the purpose of this section, the term "credentialed and qualified"
9 means possession of an appropriate California Credential author-
10 izing service in the subject area in which the bargaining unit mem-
11 ber has requested a transfer. In the case of a General Secondary
12 Credential or a multiple subject credential, experience teaching in
13 the given subject area for at least one (1) semester in the last ten (10)
14 years shall be required. Before a bargaining unit member who
15 qualifies for a priority transfer is offered an assignment at another
16 site, the Association and the District will meet and confer. The
17 same timelines for acceptance apply as in Section 7.2.4.

18 7.6 Open Position(s)

19 7.6.1 Full-time teaching positions which become open during
20 the course of the school year will be opened to those who
21 have requested transfer to the site involved and are quali-
22 fied. Minimum qualifications for the purposes of this arti-
23 cle means possession of the appropriate credential.

24 7.6.2 Full-time, non-teaching, bargaining unit positions which
25 become open during the course of the school year will be
26 opened and the positions and qualifications posted to the
27 entire bargaining unit.

28 7.6.3 Part-time non-teaching bargaining unit positions which
29 become open during the course of the school year may be
30 filled "in-house" for the duration of the school year.
31 Should such position(s) exist the pursuant year, the posi-
32 tion(s) will be opened and posted to the entire bargaining

1 unit at the end of the school year in which the position(s)
2 originally occurred.

3 7.7 Split Assignments

4 Bargaining unit members normally assigned to one (1) school who,
5 on a daily basis, are subject to a split assignment between sites,
6 shall teach no more than four (4) periods in a school day unless
7 otherwise requested by administration and agreed upon by the
8 bargaining unit member. The bargaining unit member shall have a
9 travel period as part of his/her working day. If a bargaining unit
10 member is assigned to three (3) or more sites, two (2) travel periods
11 will be assigned. If the total travel time is more than two (2) hours
12 per day, a timecard will be provided for the travel time over two (2)
13 hours.

14 7.7.1 Bargaining unit members on a split assignment between
15 sites may agree to teach a fifth period class for which they
16 will be paid for the extra period taught. (See Appendix B,
17 Extra Period Taught).

ARTICLE 8

Assignment/Reassignment

8.1 Assignment is the initial placement of a newly-hired bargaining unit member or the yearly placement within the department to which the bargaining unit member is assigned.

8.2 Reassignment is the placement of a bargaining unit member in an assignment within a different department at the same school site.

8.3 Reassignments will not be arbitrary or capricious. Such placements must conform to Education Code and credential requirements.

8.4 When a bargaining unit member is reassigned for disciplinary reasons, the district will follow the provisions set forth in Article 27.

8.5 The District will make every effort to balance teacher schedules so that equal opportunity is afforded all bargaining unit members who request to teach all levels of courses, regardless of seniority.

8.5.1 The process by which bargaining unit members are considered for such assignments will include consultation with the appropriate parties involved in the particular instructional area. These parties may include department chairpersons, other subject area leaders, other administrators, SACs, evaluators, and any of the individuals who have made specific requests for certain course assignments. This process will also include examination of the qualifications, credentials, training and experience of the individuals who are candidates for the position.

8.6 The District will make every effort to accommodate request/s by bargaining unit members to be reassigned from one department to another within a school site. The process by which bargaining unit members are considered for such reassignment shall parallel the procedures used in implementing Article 8.5.

ARTICLE 9

Layoffs

- 9.1 Consistent with the Education Code provisions concerning layoffs, the District will honor seniority as required by Education Code 44955. As provided in the Education Code, the District will adopt a method of breaking ties in a layoff. On a "particular kind of service" layoff after credential authorization or ELL or bilingual authorization, seniority shall be the sole determinant when there is no conflict with applicable Education Code Provisions or Affirmative Action as prescribed by a court of competent jurisdiction.
- 9.2 District will concurrently notify the Association of its intention to implement layoffs (March 15 notice) for bargaining unit members and invite the Association to discuss this decision with the District including its nature and impact.
- 9.3 The District will provide the Association copies of relevant non-confidential documents concerning the layoffs.
- 9.4 If and when the procedure for layoffs is finally determined to be in the scope of representation, the District agrees to meet and negotiate a procedure with the Association

ARTICLE 10

Summer School

10.1 If and when summer school is authorized by the Board of Trustees, the following rules will apply:

10.1.1 In consultation with the Association, the District will draft a summer school calendar prior to February 1.

10.1.2 Bargaining unit members will be notified of the existence of summer school employment no later than five (5) working days after the Board of Trustees has authorized summer school. Qualified bargaining unit members will be given preference in hiring over other applicants.

10.2 Bargaining unit members selected for summer school positions will be offered summer school employment when student registration justifies such employment. The bargaining unit members' services will be used only if class enrollments continue to meet District standards.

10.3 The summer rate of pay is set forth in Appendix B.

10.4 Special summer school teaching/counseling assignments shall be filled for a particular site by applicants from that site first.

10.4.1 In such case that there are more applicants at a particular site than there are positions, seniority, prior participation in such special programs/activities and special training will be considered for placement.

10.5 A bargaining unit member who designs a particular course to be taught during summer school will be offered the first priority appointment during the summer of introduction only, provided that the teacher's credential(s) authorizes services in the subject area of the course.

1 10.6 A bargaining unit member who recruits students to the extent nec-
2 essary to meet District requirements for a particular course will be
3 offered the first priority appointment, provided that the teacher's
4 credential(s) authorizes services in the subject area of the course.
5 Nothing in Articles 10.5 and 10.6 will compel the District to
6 authorize summer school.

7 10.7 When qualifications in sections 10.4, 10.5 and 10.6 are equal, as de-
8 termined by the District management person in charge of summer
9 school, then selection shall be on a rotating schedule with the fol-
10 lowing provisions:

11 10.7.1 Once a person serves a six-week (6) term or a combination
12 of terms equal to six (6) weeks as a summer school
13 teacher, that person's name shall be removed from the ro-
14 tating schedule until reapplication is made.

15 10.7.1.1 When assignments are reduced or elimi-
16 nated due to a reduction in student enroll-
17 ment during summer school, affected
18 teachers shall remain on the rotation list.

19 10.7.2 By April 1, the District will send out applications for
20 summer school. Interested teachers will return the com-
21 pleted applications to the District office no later than May
22 1.

23 10.7.3 If more than one (1) person applies for addition to the list,
24 seniority within the District shall determine the order of
25 addition.

26 10.7.4 The application shall be maintained by the District man-
27 agement person in charge of summer school.

ARTICLE 11

Evaluation Procedure

11.1 Temporary Teachers

11.1.1 Every temporary teacher hired before the second semester shall be evaluated once during the school year.

11.1.2 Written comments given to temporary teachers by the administration may be completed upon the District provided Evaluation—Temporary form.

11.2 Probationary Teachers

11.2.1 Every probationary teacher shall be evaluated by the administration at least once each school year, not later than the end of the first semester.

11.2.2 A conference and written summary evaluation letter shall be completed not later than ten (10) working days after the evaluation of probationary teachers unless an extension is mutually agreed upon.

11.3 Permanent Teachers

11.3.1 Every permanent teacher shall be evaluated not less than every other year.

11.3.2 Every permanent teacher who is not on remediation or on the unsatisfactory evaluation track shall be notified in writing of his/her status as on-track or off-track. This notification shall take place by September 15 of any given year. Such notice shall identify the teacher's administrator of record. Accompanying this notification will be the self-evaluation profile for completion by the on-track bargaining unit member.

1 11.3.3 On-track self-evaluation profiles shall be completed by all on-track
2 permanent teachers and returned to the administrator of record no
3 later than September 30 of any given year.

4 11.3.4 On-Track Procedure

5 11.3.4.1 At any time before November 1, any permanent teacher who
6 is on-track may request of the principal/director that the
7 administrator of record be changed. Should the princi-
8 pal/director agree that a change of evaluator is warranted,
9 such change will be made before any formal work on the
10 evaluation begins.

11
12 11.3.4.2 Administrators shall schedule intake interviews with on-
13 track permanent teachers. The Evaluation Option Plan shall
14 be completed at this meeting. All intake interviews shall be
15 completed by November 1 of any given year.

16
17 11.3.4.3 Permanent teachers may select from the non-traditional or
18 traditional evaluations. A plan for completion of the evalua-
19 tion must be identified in the intake interview on the Evalua-
20 tion Option form.

21
22 11.3.4.3.1 **Non-Traditional Evaluation** – A teacher may
23 work as an individual or as a member of a team
24 to complete a non-traditional evaluation project
25 reasonably related to his or her subject area and
26 expertise. This may be project-based, portfolio-
27 based, experiment-based or performance-based.

28
29 11.3.4.3.1.1 Should a permanent teacher be un-
30 able to complete the non-traditional

evaluation, the default process will be a traditional evaluation.

11.3.4.3.2 **Traditional Evaluation** – A permanent teacher selecting this method of evaluation will participate in a pre-observation conference, a full-period observation and a post-observation conference. The result of this process will be a summary letter of evaluation written by the administrator of record. The administrator of record and the teacher shall meet in the pre-evaluation conference and mutually agree to the elements upon which the evaluation is to be based. These elements shall include: 1) objectives set for the specific lesson(s) to be observed, 2) means for assessing whether these objectives were met, and 3) a review of how this lesson fits into the overall curriculum.

11.3.4.3.2.1 The bargaining unit member and the evaluator shall make a good faith attempt to reach mutual agreement on the member's goals and objectives. To the extent the evaluator and the bargaining unit member disagree, the evaluator shall state reasonable goals and objectives by which the member is to be evaluated. The bargaining unit member may specify his/her positions, in writing, to be attached to the Evaluation documents, including any constraints which the member believes inhibit

his/her ability to meet the stated goals and objectives. Any dispute concerning the reasonableness of the goals and objectives stated by the evaluator may be grieved as provided in Article 13 of this Agreement.

11.3.4.3.2.2 The evaluator will notify the on-track bargaining unit member of the date and period when the formal observation will take place.

11.3.4.3.2.3 The summary letter shall be submitted to the bargaining unit member no more than 10 working days after the formal observation, unless an extension is mutually agreed to on the Evaluation Option Plan.

11.3.4.3.2.4 The bargaining unit member will be given the opportunity to sign and date the summary letter signifying that he/she has read the document and has been provided the opportunity to attach a written response that shall become part of the permanent record.

11.3.4.4 All aspects of non-traditional or traditional evaluations, except for the exit interview, must be completed by April 15 of any given year unless mutually agreed to by the bargaining

unit member and the administrator of record. Any extension of these dates must be made in writing on the Evaluation Option Plan not later than April 15.

11.3.4.5 An exit interview will occur for each on-track permanent employee not later than April 30 of the evaluation year, unless mutually agreed to in writing on the Evaluation Option Plan.

11.3.4.6 The Evaluation Option Plan must be completed for all on-track bargaining unit members, signed and dated by both the member and the administrator of record, before the original is sent to the Human Resources Office for placement in the personnel file.

11.3.4.7 At the exit interview, bargaining unit members must be told of their status for the following year: off-track, on-track or on remediation.

11.3.5 Placement on the Remediation Track

11.3.5.1 A permanent employee must have been on-track immediately prior to being placed on remediation.

11.3.5.2 Prior to placing a permanent employee on remediation, the administrator of record must meet the following requirements:

11.3.5.2.1 The administrator of record must observe the permanent teacher at least two (2) times in the first semester, with no observation occurring

1 within five (5) working days of another observa-
2 tion.

3
4 11.3.5.2.2 The administrator of record must observe the
5 permanent teacher at least three (3) times in the
6 second semester, with no observation occurring
7 within five (5) working days of another observa-
8 tion.

9
10 11.3.5.2.3 All second semester observations must be com-
11 pleted by April 15.

12
13 11.3.5.2.4 At the conclusion of each observation, and within
14 five (5) working days, a written note identifying
15 both weaknesses and recommendations for cor-
16 rection of these weaknesses must be given to the
17 permanent teacher.

18
19 11.3.5.2.5 A formal evaluation must be completed in each
20 semester prior to the permanent teacher being
21 placed on remediation.

22
23 11.3.5.2.6 The second formal evaluation must be completed
24 by April 15 but not before March 1. This formal
25 evaluation must occur after the second semester
26 observations have been completed.

27
28 11.3.5.2.7 If the teacher is to be placed on remediation, the
29 second summary letter, completed within five (5)
30 working days of the formal evaluation, shall iden-
31 tify the permanent teacher's performance as "un-
32 satisfactory" and "needing remediation."

1
2 11.3.5.2.8 At the permanent teacher's exit interview, the
3 bargaining unit member shall be notified of
4 his/her status for the following year as "on
5 remediation."

6
7 11.3.5.2.9 If a permanent teacher is going to be placed on
8 remediation, neither the administrator of record
9 nor the bargaining unit member may waive the
10 timelines for completion of the evaluation process
11 during the on-track year.
12

13 11.3.6 Remediation Year
14

15 11.3.6.1 A Remediation Plan must be completed by the administrator
16 of record, and the permanent teacher must be notified of the
17 plan no later than the fifth working day of the school year in
18 which the bargaining unit member will be on remediation.
19

20 11.3.6.1.1 The administrator of record will attempt to meet
21 and share the remediation plan with the perma-
22 nent teacher in person; however, should the bar-
23 gaining unit member be unavailable, the remedia-
24 tion plan shall be mailed, by registered mail, to
25 the last residence address the site administration
26 has for the member. This letter shall be post-
27 marked no later than the fifth working day of the
28 school year in which the bargaining unit member
29 will be on remediation.
30

31 11.3.6.2 Permanent teachers on remediation shall participate in the
32 PAR program, Article 34, as referred teachers.

1
2 11.3.6.3 During the course of the year in which the bargaining unit
3 member is on remediation, the administrator of record shall
4 complete at least five (5) observations and one (1) formal
5 evaluation each semester. No observation shall occur within
6 five (5) working days of another observation.
7

8 11.3.6.3.1 Observations in the second semester shall pre-
9 ceede the formal evaluation.
10

11 11.3.6.3.2 Observation forms shall be completed within five
12 (5) working days of the observation and shall re-
13 fer to the progress made towards the goals identi-
14 fied in the Remediation Plan.
15

16 11.3.6.3.3 The second semester formal evaluation shall be
17 completed by April 15.
18

19 11.3.6.4 By April 30 of the remediation year, the bargaining unit
20 member shall be placed on-track, on remediation or on the
21 unsatisfactory evaluation track for the following year. Such
22 determination is made by the administrator of record noted
23 on the Remediation Plan, filed with the Human Resources
24 Office and placed in the bargaining unit member's personnel
25 file.
26

27 11.3.6.4.1 A permanent teacher who has successfully com-
28 pleted a year of remediation, as identified by the
29 administrator of record on the Remediation Plan,
30 shall be placed on-track for the subsequent school
31 year.
32

1 11.3.6.4.2 A permanent teacher who has been partially suc-
2 cessful during the remediation year, as identified
3 by the administrator of record on the Remedia-
4 tion Plan, shall be placed on remediation for the
5 subsequent year.
6

7 11.3.6.4.3 A permanent teacher who has been unsuccessful
8 during the remediation year, as identified by the
9 administrator of record on the Remediation Plan,
10 shall be placed on the “Unsatisfactory Evaluation
11 Track.”
12

13 11.3.6.5 If the permanent teacher who is on remediation is going to
14 be placed on the unsatisfactory evaluation track, the second
15 semester summary evaluation letter shall identify the bar-
16 gaining unit member’s performance as “unsatisfactory.”
17

18 11.3.7 Unsatisfactory Evaluation Track 19

20 11.3.7.1 The Board of Trustees shall receive the name and evaluation
21 record of any bargaining unit member placed on the unsatis-
22 factory evaluation track no later than the first Board of Trus-
23 tees’ meeting of the new school year. The Board will ap-
24 prove the concerted efforts of the site and district admini-
25 stration to either remediate or dismiss the permanent teacher
26 placed on the unsatisfactory evaluation track.
27

28 11.3.7.2 Consistent with the Education Code, a permanent teacher on
29 the unsatisfactory evaluation track may find himself/herself
30 facing dismissal proceedings. At any point, the bargaining
31 unit member who shows a good faith effort at correcting the
32 deficiencies may be removed from the unsatisfactory evalua-

tion track and placed on remediation. Such determination shall be made at the discretion of the District.

11.4 Non-Classroom Bargaining Unit Member Evaluations

11.4.1 The procedures for evaluation identified in sections 11.1 through 11.3 shall apply to non-classroom bargaining unit members. However, it is acknowledged that non-classroom bargaining unit members' evaluations shall be based on their job descriptions and/or the job parameters established for their assignments.

11.5 Grievance and Evaluation

11.5.1 Prior to an evaluation becoming part of the permanent record, the bargaining unit member shall have the right to file a grievance on the procedure of the evaluation. The summary letter, once the grievance is filed within the specified time limit, shall be maintained in the grievance file until the grievance is resolved.

11.5.2 Filing a grievance on the procedure of the evaluation does not preclude the administrator of record and district from continuing the evaluation process, including placing a bargaining unit member on the remediation track, submitting a member's name as a referred teacher to the PAR Joint Panel and placing a member on an unsatisfactory evaluation track.

11.5.3 If the grievance is found in favor of the grievant at level 2 and by agreement of the District, or at level 3, all documents involved in the evaluation process shall be returned to the grievant. Should this ruling or decision occur within the first semester, the bargaining unit member shall be placed on-track for the remainder of the school year unless otherwise stipulated by an arbitrator.

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2
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4

11.5.4 The bargaining unit member will have the right to use District Policy 4161 to seek redress on any concerns regarding the evaluations that are outside the scope of the grievance procedure.

Evaluation Article Terms and Definitions

Evaluation – The process by which a bargaining unit member is evaluated by the administrator of record.

Formal Evaluation – Any formal observation of at least one (1) full period by the administrator of record, inclusive of all processes identified in section 11.3.4.2 of this Article.

Observation – Any observation of at least five (5) minutes, by the administrator of record, of the bargaining unit member, in his/her teaching or equivalent assignment.

Summary Letter of Evaluation – A formal, written document that summarizes both the formal evaluation and any other observations completed by the administrator of record during an evaluation cycle.

On-Track – Placement of a permanent employee into the system of evaluation for a given year.

Off-Track – Exemption of a permanent employee from the system of evaluation for a given year.

Administrator of Record – The administrator responsible for evaluating a bargaining unit member during a given year.

Intake Interview – A meeting between the administrator of record and on-track permanent employee(s), individually or in groups, at which the Evaluation Option Plan is completed.

Exit Interview – A meeting between the administrator of record and on-track permanent employee(s), individually or in groups, at which the bargaining unit member is informed of his/her status for the following year and the Evaluation Option Plan form is completed, signed and dated.

Project-Based Evaluation – Project-based evaluation may be based upon the participation of an individual teacher or a team of teachers in a project reasonably related to the individual's or team's subject area or expertise. The completed project may be assessed through observation and a review of all documents generated throughout the evaluation period.

Experiment-Based Evaluation – Experiment-based evaluation may involve using new methodologies, perhaps teaming with other teachers with a focus upon interdisciplinary instruction and the development of new lessons.

Portfolio-Based Evaluation – Portfolio-based evaluation may be based on the collection of “best lessons” or projects and activities utilized with the students for inclusion in a portfolio. The completed project may be assessed through observations of some of the “best practices” and a review of the final portfolio. The portfolio should be a complete teacher’s guide to each of the lessons or projects included.

Performance-Based Evaluation – Performance-based evaluation may focus upon an instructional unit consisting of at least five (5) lessons. The teacher will evaluate student mastery of the unit objectives through performance or authentic assessment techniques. The administrator of record will be invited to observe such demonstrations of competence. Documentation created during this project may be made available to interested staff.

Evaluation Option Plan – Form used to establish the on-track employee’s evaluation plan for the year.

Observation Form – A written note including comments by the administrator of record during a short period of observation. For a bargaining unit member who is or may be placed on remediation, the comments must include both weaknesses observed and recommendations for correction of these weaknesses.

Remediation Plan – A formal written plan identifying specific goals and objectives, as well as timelines and activities that need to be met and completed in order for the bargaining unit member on remediation to improve his/her performance as an educator.

Day of School (Work Day) – Any bargaining unit member’s mandatory working day (presently 182 work days in a contractual year).

ARTICLE 12

Personnel Files

12.1 No materials other than standard record keeping material shall be placed in a bargaining unit member's personnel files without first making a copy available to the bargaining unit member. (Education Code 44031)

12.2 Upon written authorization by the teacher, a representative of the Association shall be permitted to examine and/or obtain copies, at the bargaining unit member's expense, of materials in such teacher's personnel file. Said bargaining unit member shall have the right to inspect any personnel files pertaining to him/her at any time during business hours.

12.3 The person/persons who draft and/or place material in a teacher's personnel file shall sign the material and signify the date on which the material was drafted.

12.4 Access to personnel files shall be limited to the members of the District administration on a need-to-know basis. Board members may request the review of a teacher's file at a duly constituted personnel session of the entire Board. The contents of all personnel files shall be kept in the strictest confidence.

12.5 The East Side Union High School District, in its employment relationship with certificated bargaining unit members, shall in all respects continue to abide by the collective bargaining agreement language as specified in this Article. Further, it is noted by the District that each bargaining unit member has specific statutory rights provided for and guaranteed by the Fifth and Fourteenth Amendments to the Constitution, and by case law including, but not limited to, *Skelly v. State Personnel Board* (1975), *Weingarten v. NLRB* (1975), *Miller v. Chico* (1979), and Education Code 44031, 44663, 44664. It is further understood that these rights apply to all files, including electronic files. The District further agrees to inservice

administrators on the above issues and to make clear that all personnel files are to be kept at the District Office only.

ARTICLE 13

Grievance Procedure

13.1 A "grievance" is a formal written allegation by a bargaining unit member or the Association acting on behalf of a named bargaining unit member(s) that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. Actions to change the policies of the District or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, with exception noted below, are not within the scope of this procedure.

13.1.1 Bargaining unit members with concerns or complaints outside the terms of this Agreement have available District Policy 4161 which provides an opportunity for redress.

13.2 A grievance cannot be filed on, and this grievance procedure does not apply to, the content of evaluation of members of the unit, except for alleged violation of procedural matters.

13.3 A "grievant" may be any bargaining unit member of the District covered by the terms of this Agreement.

13.3.1 A group grievance is a grievance which involves the same or similar factual situation and the same District management employee, provided the claim is signed or initiated by those involved in the group grievance.

13.4 A "day" is any day in which the District Office is open for business. A "school day" is any bargaining unit member's mandatory working day.

13.5 The "immediate supervisor" is the management person having jurisdiction over the grievant as designated by the District.

13.6 Level 1

Within ten (10) school days after the occurrence of the act or omission giving rise to the grievance, the grievant shall notify his/her immediate supervisor, in writing, of his/her intent to file a grievance. After this written notification, the parties have ten (10) days to resolve the issue. The parties are encouraged to solve the issue informally, and if this is not successful, to have a formal Level 1 meeting which will, at the grievant's request, include an Association site representative and to which the Director of Employer-Employee Relations may be invited. Both parties shall make a good faith effort to resolve the issue at this level. A grievance resolved at Level 1 may be recorded on the Problem Resolution Form. If the issue is not resolved, the Grievance Form will be completed in order to proceed to Level 2.

13.7 If a grievance arises from act or omission on the part of a member of management at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing to the person(s) designated at the next highest level and the processing of such grievance will be commenced at Level 2.

13.8 Level 2

If the grievant is not satisfied with the disposition of his/her grievance at Level 1, he/she must, within five (5) school days (as documented by postmark or by e-mail date) of the conclusion of Level 1 present such grievance to the Director of Employer-Employee Relations. The grievance shall be agendaized for the Level 2 Grievance Panel review.

13.8.1 The Level 2 Grievance Panel, which shall be comprised of two (2) Association members and two (2) certificated administrators, shall meet the first Tuesday of each month, with the exception of June, which may have a special hearing schedule which facilitates completing the Level 2

grievance processing by June 30. All Level 2 grievances shall be handled during the month they are agendized.

13.8.2 No person who will be involved in the Level 3 process shall participate on the Level 2 Panel.

13.8.3 Level 2 Committee: By the second week of school the Association and District shall each compile a list of ten (10) people who are qualified and willing to participate on the Level 2 Panels. From this list and prior to the October panel hearing, the Association President and Director of Employer-Employee Relations shall assign Panel members and alternates to particular hearing dates.

13.8.3.1 Training for Level 2 Committee Members: The twenty (20) members of the Level 2 Committee shall participate in a joint training process.

13.8.4 Level 2 Panel Reporting: At such time as the Panel makes a decision, the Director of Employer-Employee Relations and Association President shall be informed by the full panel of said decision. Within five (5) days, the District shall deliver to the Association a written response to the Level 2 findings.

13.9 Level 3

If the Association chooses to move the grievance to Level 3, the Association shall notify the District of this determination, in writing, within ten (10) days from receipt of the District's response to Level 2 findings. Following such notification, the Association shall contact the appropriate arbitrating body within five (5) days. The Association may request that the District participate in State funded, non-binding mediation. If the Mediation is not successful, the timelines for arbitration remain intact. The Association may also request that the District participate in a Mediated Arbitration, which would be binding on the parties. Should Mediated Arbitra-

tion not be acceptable to the parties, the grievance will go to Arbitration that would be binding on the parties.

13.9.1 Should the grievance be submitted to Level 3, none of the paperwork submitted at Level 2 shall be used in the positions forwarded either by the District or the Association.

13.9.2 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service or American Arbitration Association to supply a list of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining name on the list shall be the arbitrator. The Association shall strike the first name. The hearing shall be conducted under the rules of the American Arbitration Association in effect at the time of the Arbitration. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission statement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations which shall be final and binding.

13.10 Reporting to the Board of Trustees: A bi-monthly report, jointly compiled by the District and the Association, shall be made to the Board of Trustees reviewing the status of grievances. This report

shall be accepted at the open session of the Board and may include discussion as an agenda item.

13.11 The Association will notify the District annually of its designated grievance representatives who will receive time off from duties for the processing of grievances past Level 1.

13.11.1 Whenever possible, the designated representative shall inform his/her immediate supervisor at least twenty-four (24) hours prior to his/her release from duties for grievance processing. Such time off shall be limited solely to representing a grievant in a conference with a management person, beyond Level 1, and does not include use of time for matters such as gathering information, interviewing witnesses, or preparing a presentation.

13.12 If a grievance is not resolved by the end of the school year, and the grievant is unable to carry it through the vacation period, it shall be continued to the next contractual year. Upon resumption of the procedure, the time limits as agreed to in the grievance procedure shall be adhered to.

13.13 Should a grievance not be resolved by the end of the terminating dates of the contract, the grievance procedure as set forth in this Agreement shall remain in effect until resolution of said grievance.

13.14 The District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

13.15 All records used in this grievance procedure which may come from personnel file(s) maintained by the District will be returned to those files without indication that they had been used in this grievance procedure.

13.16 The Association as the Exclusive Representative reserves its Rodda Act rights to represent named bargaining unit member(s), at the request of the grievant(s), at any or all levels of the grievance process.

ARTICLE 14

Hours

14.1 The bargaining unit member's regular workday is seven (7) hours, exclusive of a duty-free lunch. These seven (7) hours include fifteen (15) minutes before and after the students' school day. For purposes of this section, "students' school day" shall include such time modules as might be set at each school for independent study, concilium or similar individual oriented periods. In no event shall a bargaining unit member's workday exceed seven (7) hours exclusive of a duty-free lunch. When a school is operating on a finals schedule, bargaining unit members' workday will consist of assigned periods, including prep period, and fifteen (15) minutes before their first period and fifteen (15) minutes after their last period. On days when bargaining unit members are scheduled to work but the pupils are not scheduled to be present, the workday shall be the same length as indicated above for all bargaining unit members, with exceptions noted in 14.1.1. Exceptions to shorten workday(s) may be made only by the Superintendent or designee.

14.1.1 Those bargaining unit members, such as psychologists, nurses, speech therapists, etc., who are not held to supervision as designated in 14.2, will be at their assigned workstations for 7.5 hours, exclusive of a duty-free lunch.

14.1.2 Effort shall be made between the parties to create consecutive periods of teaching assignments for full time bargaining unit members who request part time status. Should the schedule be unable to accommodate such consecutive scheduling, the administrator will offer the bargaining unit member a full time assignment.

14.2 In addition to the workday indicated in 14.1 above, full-time bargaining unit members shall participate in other duties for a maximum total of thirty (30) hours, which shall include, but not be lim-

1 ited to: activities supervision, mandatory back-to-school night, site
2 and District meetings, department meetings and other assignments
3 consistent with the Education Code and the policies and regula-
4 tions of the District.

5 14.2.1 Part time bargaining unit members may be assigned su-
6 pervision for a percentage maximum consistent with their
7 employment status. Back-to-school night shall be a man-
8 datory part of the assigned supervision hours.

9 14.2.2 Bargaining unit members and their immediate supervi-
10 sors may develop a modified supervision plan, which de-
11 fines their supervision responsibilities for a given school
12 year. Such responsibilities may include use of the bar-
13 gaining unit member's duty free lunch, preparation time,
14 and time immediately before or after school. Participation
15 by the bargaining unit member in such a modified super-
16 vision schedule shall be voluntary.

17 14.3 All bargaining unit members shall be entitled to a duty-free lunch
18 period of at least thirty (30) minutes duration and at the same time
19 as the lunch period established for students. At the beginning of
20 the school year, the site administrator may assign some non-
21 classroom bargaining unit members, such as librarians, counselors
22 or advisors, a lunch period at a time before or after the students'
23 lunch period.

24 14.4 The number of scheduled workdays for bargaining unit members,
25 with the exception of Children's Center Instructors, shall be one
26 hundred eighty-two (182).

27 14.5 All full time bargaining unit members for whom the high school
28 principal is the immediate supervisor shall have a preparation pe-
29 riod. The bargaining unit member's preparation period is intended
30 to be used for professional purposes which may include but not be
31 limited to the preparation of lessons, meetings with students, or

1 carrying out other duties as assigned by the principal or designee
2 when the need arises.

3 14.5.1 All part time bargaining unit members shall be available
4 for such duties and responsibilities as are identified in
5 14.5 proportionate to the percentage of their employment.
6 Specific preparation hours and availability shall be agreed
7 upon by the part time employee and his/her supervisor at
8 the start of the semester in which the part time status be-
9 gins. Should no agreement occur, the part time person
10 will be available for a percentage of his/her preparation
11 time during one (1) established period.

12 14.6 Bargaining unit members who are assigned to more than two (2)
13 preparations for the ensuing year shall be notified by the Principal
14 or designee(s) as to the reason for said assignment prior to making
15 the assignment. For the purposes of this section, bilingual and shel-
16 tered courses constitute separate preparations. Combined courses
17 taught during one (1) period are considered a single preparation.

18 14.6.1 The District shall make every effort to assign bargaining
19 unit members no more than three (3) preparations unless
20 agreed to by the member.

21 14.7 The District and the Association agree to find a means by which
22 they can provide certificated librarian services for each site ex-
23 cluding on-site continuation schools.

24 14.8 All teachers shall be notified of their tentative assignment for the
25 ensuing school year on or before July 1. In departments with de-
26 clining enrollment/staff, such notice may be "unassigned-pending
27 staff determination." If any known changes should occur after July
28 1, the affected teachers shall be re-notified as to such changes as
29 soon as possible.

30 14.9 Recognizing that teacher attendance is important to the continuity
31 of instruction, the district will make every effort to conduct re-
32 quired workshops during special schedules or inservice days.

1 14.10 The District will make every effort to hire a new teacher whenever
2 the need in a subject area at one (1) site reaches a .60 FTE. Should a
3 suitable candidate not be available, sixth (6th) period assignments
4 will first be offered to properly credentialed tenured teachers. If it
5 becomes necessary to offer the position to a temporary or proba-
6 tionary teacher, an ESTA representative will be involved in the
7 process.

8 14.11 Department chairpersons shall be confirmed by a simple majority
9 vote of all members within a department at each site. The principal
10 will submit one (1) name (or more in the event of co-chairs) for a
11 yes or no vote by the members of the department. Should a major-
12 ity of the department members vote no, the principal shall submit
13 one (1) new name (or more in the event of co-chairs) and proceed
14 with the same voting process. If the vote results in a tie, the princi-
15 pal may cast the tie-breaking vote. The voting shall be by secret
16 ballot. Voting shall be monitored by the site principal and an ESTA
17 representative.

18 14.11.1 The selection will be held every two (2) years on even-
19 numbered years (May 2000, May 2002, etc.) The selection
20 will follow the process outlined in 14.11. This selection
21 process shall occur between May 1 and May 15 of those
22 even-numbered years, and the transition shall become ef-
23 fective July 1 of those years.

24 14.11.2 Any department chair position that becomes open will be
25 filled using the process outlined in 14.11 above.

26 14.11.3 Members have the right to vote in each department to
27 which they are assigned.

28 14.12 The Children's Centers will be open on the same days as the Dis-
29 trict office is open for business.

30 14.12.1 Current Children's Center bargaining unit members will
31 not be reduced to less than eight (8) hours per day or
32 twelve (12) months per year without their agreement.

14.12.2 Each certificated Children's Center Instructor in the first three (3) years of employment shall have fifteen (15) days of paid leave annually. Children's Center Instructors with more than three (3) but less than five (5) years of employment shall have twenty (20) days of paid leave annually. Children's Center Instructors with more than five (5) years of employment shall have thirty (30) days of paid leave annually. Such leave shall be prorated for hours and months worked and accrued monthly. At the end of each fiscal year (June 30), a Children's Center Instructor may carry forward accrued leave up to a maximum of one (1) year. Such leave carried forward must be used by the end of the subsequent fiscal year. A Children's Center Instructor who leaves the employ of the District will be compensated for any unused accrued leave, up to a maximum of one (1) year's accrual, at the bargaining unit member's current pay.

14.12.3 Bargaining unit members working a reduced schedule (months and/or hours) shall accrue annual leave on a pro-rated basis following the formula in 14.12.2.

ARTICLE 15

Class Size

15.1 The maximum department class sizes by school will be as follows:

<u>Department</u>	<u>Class Size</u>
Art	29
Business Education.....	29
Typing/Keyboard.....	40
English.....	30
Foreign Language	29
Homemaking.....	29
Industrial Education.....	29
Mathematics.....	32
Performing Arts	30
• Band, Choir, Drama excepted	
Physical Education.....	42
Reading	
• Improvement & Development	20
• Other, Non-Remedial.....	30
Safety Education	35
Science	32
Social Science.....	32

In addition, the maximum size of the following classes shall be:

ELL

LA 1, LA 220

LA 3, Reading 3.....25

Bilingual/Sheltered25

Freshman Orientation (Independence model).....30

15.1.1 The intent of the District is to reduce the class size in Science from 32 to 30. The District and the Association agree to study options for funding and facility use to further this goal.

15.2 Every effort should be made at and between schools to bring all individual class enrollments as close as possible to the department maximums listed above.

15.2.1 Additional requirements include:

A. Site staff will contact each feeder school no later than the third week of June to verify the number of incoming 9th graders by category (ELL, Special Education, Regular Education, etc.). The District will share demographic projections for each school site with the Association.

B. The Deputy Superintendent and Association President will meet at the discretion of the Association President from June 1 to September 1 to review progress in master schedule development and compliance with Article 15.

C. By the end of the third week of August, sites will finalize all “mechanical” adjustments to their master schedules, except for extenuating circumstances which will be reported to the Deputy Superintendent and explained to

the ESTA Building President at the August meeting with the Associate Principal (APED).

D. By the end of the third week of August, all sites will provide the Deputy Superintendent copies of scheduling runs which show a minimum of 90% of the total (aggregate) student body placed in six (6) classes. These classes shall not include non-instructional titles such as “Open Period”, “See Counselor,” “See Administrator” and so forth. Any site needing to make changes in teacher allocations will notify the Deputy Superintendent at this time.

E. Sites which have not met the 90% standard will take steps (designated by the Deputy Superintendent) to remedy this condition within a stipulated timeframe. Such steps may include the assignment of additional work-days for site staff, the District-level management of the scheduling process and/or other actions deemed appropriate and necessary by the Deputy Superintendent in order to achieve the standard. Such steps will be communicated to the Association on a site-by-site basis.

F. Prior to the opening of school, class size maximums shall be reset to limits as outlined in this Article.

G. Dates in section 15.2.1 are predicated on an opening of school in the last week of August. Any earlier school opening will adjust these dates accordingly.

15.2.2 The District shall make available to the Association President the current version of the template by August 1 of each year or at the conclusion of any revision.

15.2.3 The completion of all class size balancing according to the “every effort” standard shall occur by the end of the seventeenth (17th) day of school each semester and continue thereafter for the remainder of the semester.

15.2.4 The District will provide the Association read-only access at the Mt. Hamilton Offices to its scheduling and class size databases and report generating capabilities for all sites, classes and teachers through the use of SASI or equivalent software. Costs for hardware and installation and maintenance of software shall be borne by the Association.

15.2.5 Each site Associate Principal (APED) or equivalent administrator shall meet with his/her site Association Representative in the two (2) summer weeks prior to the opening of school for the purpose of sharing information relative to the status of the site master schedule.

15.3 As soon as possible in July of each year, the District and the Association shall agree upon the choice of an arbitrator to be used should an expedited arbitration as described in section 15.7 become necessary. A date will be agreed to which falls as close as possible to the twenty-fifth (25th) day of the beginning of the first semester for the appearance of the arbitrator.

15.3.1 The cost of the arbitration, except for representation fees, will be shared equally by the parties. Any of the above timelines may be extended by mutual written agreement.

15.3.2 If the Association cancels the arbitration, it will bear the Arbitrator's cancellation cost.

15.4 The Board of Trustees, following prior notification and consultation of the Exclusive Representative, reserves the right to exceed maximums in section 15.1 under exceptional circumstances.

15.5 If team teaching or other forms of large group instruction are utilized, those classes will not generate compensation pursuant to 15.8. If two (2) or more teachers from different departments voluntarily choose to pair or tandem teach, the maximum class size will be the average of the class size limits for those departments and will not affect class limits for other classes in those departments. In addition, physical education classes will be computed on a period basis

for compliance with 15.1 and 15.2 and compensation pursuant to 15.8.

If a teacher voluntarily accepts an instructional aide, the class size limit will be increased by five (5). The administration reserves the right to assign an instructional aide to a teacher; should this occur, the class size limit will not be affected.

15.6 On a voluntary basis, bargaining unit members may agree to teach six (6) periods during one (1) semester and four (4) periods in the other semester. A part-time bargaining unit member may teach more sections during one (1) semester than the other. A full-time assignment is ten (10) periods per school year.

15.7 Before the seventeenth (17th) day of each semester, the District and the Association shall meet at the District Office or other mutually acceptable location to review current class size loads at every site. Agreement shall be reached about possible solutions for solving overages. These solutions shall be formally transmitted to every site within one (1) day, with a copy provided to the Association. The Associate Principal (APED) at each site shall respond to each proposed solution, with a copy provided to the Association. By the end of the twenty-first (21st) day of each semester, a review of the current master schedule by these same parties shall either yield agreement that compliance has been met, or, in the case of a disagreement, the grievance(s) relative to class size will be consolidated and heard according to the following “expedited” arbitration.

Procedure:

15.7.1 The Association shall contact the arbitrator to confirm the hearing date.

15.7.2 The hearing will be transcribed and the parties will be permitted to submit pre-hearing or post-hearing briefs to the arbitrator, provided a copy is simultaneously served on the representative of the other party.

15.7.3 The award, if any, of the arbitrator shall be binding on both parties.

15.7.4 If a hearing is called to resolve first semester issues, the arbitrator shall retain jurisdiction in Article 15 matters through the remainder of the school year. A date shall be set for the arbitrator's reappearance as close as possible to the twenty-second (22nd) day of the second semester. Costs of subsequent hearings with the arbitrator will be allocated according to the agreement in section 15.3.1.

15.7.5 Any of the above timelines may be extended by mutual written agreement.

15.8 Compensation Payments

Calculations for class overage payments will begin with the twenty-fifth (25th) workday for the first semester and the fifteenth (15th) workday for the second semester. Compensation will be computed weekly and paid at the end of each semester.

15.8.1 After the twenty-fifth (25th) work day of the first semester or the fifteenth (15) of the second semester, any teacher who has a class which is in excess of the maximum listed in 15.1 by more than one (1) student shall be compensated at a rate of \$1.00 per student per day for each student in excess of the one (1) student allowance.

15.8.2 Any teacher whose total class load for all classes is exceeded by more than three (3) students shall receive \$1.00 per student per day for each student over that three (3) student limitation.

15.8.2.1 For the purposes of this section, total class load shall be determined as the summation of the department maximum numbers for each of the classes taught by a bargaining unit member.

1 15.8.3 A bargaining unit member shall receive compensation
2 under 15.7.1 or 15.7.2, whichever is greater.

3 15.8.4 For physical education classes only, class averages shall be
4 computed on a period-by-period basis. For any period,
5 the calculation shall be determined by taking the number
6 of sections during the period and dividing the total num-
7 ber of students by the number of sections. Should the cal-
8 culation result in an average of more than forty-two (42)
9 students, the teachers teaching PE classes during that pe-
10 riod shall receive compensation at a rate of \$1.00 per stu-
11 dent per day, computed weekly, beginning the twenty-
12 second (22nd) work day of the semester, for each student
13 more than three (3) students over forty-two (42).

14 15.9 The department maximums cited in 15.1 may be exceeded if all the
15 members of a department agree in writing to waive the maximums
16 or if a teacher and the Association agree in writing to waive the
17 maximum. Such waivers shall be made on a timely basis. The As-
18 sociation agrees not to withhold such waivers unreasonably. These
19 exceptions shall not be included in the computation of department
20 maximums or compensation.

21 15.10 When students are assigned to a counselor, the maximum number
22 of students assigned to each counselor will be 435.

ARTICLE 16

Permit Teachers

16.1 Notwithstanding any provision of this Agreement to the contrary, permit teachers in the bargaining unit will receive the rights, benefits, and restrictions consistent with the Education Code sections that apply to such teachers.

ARTICLE 17

Safety Conditions of Employment

17.1 Pursuant to section 49079 of the Education Code, the District shall inform bargaining unit members of pupils who have engaged in, or are reasonably suspected of engaging in, the suspendable or expellable acts listed in section 48900 of the Education Code. A written description of the rights and duties of all administrators and teachers with respect to student discipline, including the use of corporal punishment and the rights of the suspended students, shall be included in the District's insert in the bargaining unit member's faculty handbook.

17.2 When, in the judgment of the bargaining unit member, a student requires the attention of the principal, assistant principal, counselor, psychologist, physician, or other specialist, or the safety conditions of the classroom require such attention, the bargaining unit member shall so inform the principal or immediate supervisor who shall immediately arrange reasonable steps for resolution as soon as possible.

17.3 Teachers shall immediately report cases of battery which they have suffered in connection with their employment to their principal or other immediate supervisor who shall immediately report the incident to the police.

17.4 Examinations for tuberculosis will be required of bargaining unit members every four (4) years.

17.4.1 The District shall notify bargaining unit members in writing at least three (3) months prior to the expiration of their TB certification. Bargaining unit members who have not met this certification requirement by their expiration date shall be warned in writing and given ten (10) work-

ing days to meet this requirement. Upon expiration of ten (10) days, if this requirement is still not met, the Director of Employer-Employee Relations shall enter a letter of reprimand in the bargaining unit member's file.

17.5 In an environment where students are expected to display an identification badge, the District and the Association recognize the need to be able to readily identify any person on any campus or the District Office who is a District employee or legitimate visitor. To this end, bargaining unit members agree to wear or carry an appropriate identification badge and produce it when requested.

17.5.1 The badge will contain a picture of the employee, the employee's name, title and work site. The District agrees to provide the badging service at no cost to the employee and the employee agrees to wear or carry the badge while in the performance of district-related duties. The Association understands that the wearing or carrying of the identification badge is mandatory, and repeated failure to wear or carry the badge may result in disciplinary action up to and including placing a letter in the bargaining unit member's personnel file. Repeated failure to wear or carry the badge will not be construed as insubordinate or unprofessional conduct.

17.6 Only qualified and trained personnel shall provide and conduct necessary specialized health care procedures to high school students, including, but not limited to: dispensing medication, catheterizations, crede, diapering, injections, ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen administration, gavage feeding and draining. It shall not be expected that classroom teachers will perform these duties.

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ARTICLE 18

Teaching Conditions

18.1 When District/school finances (as determined by appropriate administration) allow, the bargaining unit member will be provided with the necessary materials he/she will need to meet the educational goals of the District. Such materials should include, but not be limited to, a filing cabinet and desk located either in an office or classroom to which the bargaining unit member has reasonable access during the day and reasonable access to reprographics, clean restrooms, mailbox areas, electronic mail and voicemail. Bargaining unit members shall activate and regularly access their District electronic mail account.

18.2 Whenever possible, a bargaining unit member will not have more than two (2) rooms and not more than two (2) moves in a day. If this is not possible, the bargaining unit member may examine the room assignments and make recommendations to the immediate supervisor.

18.3 The District policies 6130 (Organizational Plan for Curriculum Development) and 6143.1 (New Curriculum Proposals) are incorporated into this Agreement.

18.4 By October 15 of each school year, each principal shall establish a site-based decision making team. The purview of this team shall include, but not be limited to, modifications, changes, alterations, or termination of local school practices and procedures which may affect bargaining unit members. The Association's building president or designee shall hold a seat on this committee. The committee shall be solely responsible for its internal organization and procedures.

18.4.1 In order to meet the requirements of this section, site-based decision making teams shall be selected by one (1) of the two (2) following procedures:

1 18.4.1.1 The committee shall consist of the librarian,
2 head counselor and department chairper-
3 sons selected according to the provisions of
4 section 14.11 of this Agreement.

5 18.4.1.2 Committee members must be elected based
6 on a democratic vote by all bargaining unit
7 members at the site. Term shall be two (2)
8 years.

9 18.4.2 The committee shall be comprised of at least five (5) bar-
10 gaining unit members and shall be at a ratio of at least five
11 (5) bargaining unit members to two (2) administrators.

12 18.4.3 The site principal shall be designated as the chairperson of
13 the committee unless the principal agrees to relinquish the
14 chair. Reports of the meetings of this group shall be made
15 available to all site bargaining unit members.

16 18.4.4 Any issue that would alter the contractual agreement
17 must follow the process established in Appendix H.

18 18.5 Whenever newly-hired instructional or volunteer aides are as-
19 signed to a bargaining unit member, it shall be done after consulta-
20 tion with the bargaining unit member. Prior to the bargaining unit
21 member's acceptance of an aide(s), the District's Human Resources
22 Office shall supply the bargaining unit member with a copy of the
23 application and other pertinent data available. It is recognized that
24 transfers or termination of District-employed aides may be re-
25 quired. These will be effected only after consultation with the bar-
26 gaining unit member(s).

27 18.6 Grades are due no earlier than the end of the second school day af-
28 ter the close of each grading period. In June, grades are due at the
29 end of the last teacher workday, except for senior failing grades
30 which may be required earlier.

1 18.7 Academic Freedom

2 It is recognized and agreed that the welfare of students is served
3 through the introduction, study and open exchange of controversial
4 issues of local, regional, State, national or international nature
5 which have political, economic or social significance.

6 18.8 Personal Freedom

7 The bargaining unit member is entitled to full constitutional rights
8 of citizenship, and the bargaining unit member's religious or politi-
9 cal activities are not grounds for discipline or discrimination with
10 respect to the bargaining unit member's professional employment,
11 as long as he/she does not violate any local, State or Federal Law.

ARTICLE 19

Part-Time Employment and Full-Time Retirement Benefits

19.1 In accordance with Education Code Section 44922, certificated employees may reduce their workload from full-time to part-time duties with retirement benefits based on full-time employment, subject to the following regulations and procedures.

19.1.1 The option of part-time employment must be exercised at the request of the bargaining unit member only and with the agreement of the District.

19.1.1.1 It can be revoked only with the mutual consent of the bargaining unit member and the District.

19.1.2 The bargaining unit member must have been employed in the District full-time in positions requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.

19.1.3 The bargaining unit member must be at least 55 years of age and be no older than the maximum age allowed by law.

19.1.4 The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the bargaining unit member's contract of employment during the bargaining unit member's final year of service in a full-time position.

19.1.5 The bargaining unit member shall be paid a salary which is the pro-rata share of the salary the bargaining unit member would be earning had the bargaining unit member not elected to exercise the option of part-time employment. Pay for additional instructional responsibilities

as listed in Appendix C of this Agreement shall be given only if the duties are actually performed.

19.1.5.1 The bargaining unit member shall retain all other rights and benefits for which the bargaining unit member makes the payments that would be required if the bargaining unit member remained in full-time employment.

19.1.5.2 The bargaining unit member shall receive health benefits as provided other full-time employees by the District and by law.

19.1.6 The District and the bargaining unit member will make the contribution to the State Teachers Retirement System required by full-time employees.

19.1.7 STRS regulations shall be followed.

19.1.8 Personal illness and injury leave shall vary directly to the proportion of full-time employment.

19.1.9 Bargaining unit members wishing to participate in the program shall apply by letter to the Director of Human Resources, with a copy to their principal or immediate supervisor, no later than March 31 of the preceding year.

19.1.9.1 Mutual acceptance of the program, by the District and the bargaining unit member, shall be accomplished by April 30 of the same year.

19.1.10 After the bargaining unit member has accepted the assignment, either the bargaining unit member or the District may revoke the Agreement if such revocation is done within ten (10) working days of acceptance. Working

1 days are days which the District office is open for busi-
2 ness.

3 19.1.10.1 If a bargaining unit member wishes to ter-
4 minate the agreement after that period, re-
5 turn to full employment shall be at the op-
6 tion of the District.

7 19.1.11 Bargaining unit members who elect to retire under provi-
8 sion of this section shall be considered for consultant work
9 by the District.

10 19.2 This District agrees to implement Education Code Section 22726
11 and Section 44929, and appropriate regulations (AB 960--Hughes)
12 for bargaining unit members who wish to retire and meet the eligi-
13 bility requirements of those provisions.

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ARTICLE 20

Savings Provisions

- 20.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 20.2 Should a provision or application be deemed invalid, as described in 20.1 above, the parties shall meet not later than ten (10) days after such court decision to re-negotiate the provision or provisions affected.

ARTICLE 21

No Strike, No Lockout

21.1 The Association and the District agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the terms of this Agreement, the Association, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties, as required in this Agreement, and will undertake to exert its best efforts to discourage any such acts by any employees in the bargaining unit. During the term of this Agreement, the District, in consideration of the terms and conditions of this Agreement, will not authorize any lockout of Association members or other persons covered by this Agreement.

ARTICLE 22

Support of Agreement

22.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through meet and negotiation and grievance processes. Therefore, it is agreed that the District and the Association will support this Agreement for its term and only by mutual agreement and through designated representatives shall either party seek change or improvement in any matter subject to the meet and negotiation process.

ARTICLE 23

Effect of Agreement

23.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State Law to the extent permitted by State Law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District. The District shall not preclude consultation on matters that have traditionally been the subject of professional involvement by bargaining unit members.

ARTICLE 24

Completion of Negotiations

24.1 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supercedes those past practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered herein. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. No further negotiations shall take place on any item within the scope of bargaining during the term of this Agreement except as specifically authorized herein.

ARTICLE 25

Term

25.1 This Agreement shall remain in full force and effect up to and including August 31, 2005, and thereafter shall continue in effect year by year unless one (1) of the parties notifies the other, in writing, no later than March 15, 2005, of its request to modify, amend or terminate the Agreement.

25.2 On or before April 1, 2005, both parties shall meet and negotiate in good faith. Any agreement reached between the parties shall be reduced to writing and signed by them.

ARTICLE 26

Compensation and Benefits

26.1 The salary schedule for all bargaining unit members, except Children's Center Instructors, is set forth in Appendix A.

26.1.1 The salary schedule for Children's Center Instructors is set forth in Appendix D.

26.2 Teachers who serve for one (1) full school semester shall not receive less than one-half ($1/2$) the annual salary for their position on the salary schedule (Education Code 45041).

26.3 The payroll period shall be defined as monthly beginning with September, with the exception of Children's Center Instructors. Bargaining unit members shall have the option of receiving their salary on either a ten (10) or twelve (12) month plan.

26.4 The pay of any part-time teaching position will be the product of the number of teaching periods per day of the bargaining unit member times one-fifth ($1/5$) of the bargaining unit member's pay as placed on the teacher's salary schedule.

26.5 Bargaining unit members who qualify and are authorized by the District to perform service will be compensated pursuant to extra-duty categories and amounts listed in Appendix B.

26.6 In the event a bargaining unit member volunteers and is assigned an extra period, compensation will be at the rate indicated in Appendix B.

26.7 Resident substitutes shall be compensated at the rate indicated in Appendix B.

26.8 Bargaining unit members who qualify and perform service will be compensated by hourly pay in the categories and amounts indicated in Appendix B.

1 26.9 Funds, when available as determined by the Board, shall be allo-
2 cated for summer school counseling to serve incoming ninth grade
3 students, other students new to the District and to perform activi-
4 ties that needed to meet the various needs of senior students.

5 26.10 Bargaining unit members who are required by the District to use
6 their personal automobiles in the performance of regular duties
7 and who have received prior approval from their immediate su-
8 pervisor shall be paid at the Board approved rate.

9 26.11 A teacher's notification to the District of intention to resign shall
10 remain revocable for no more than seven (7) calendar days and no
11 less than five (5) days, inclusive of a weekend, following notifica-
12 tion to the Association by the District. For purposes of this section,
13 "notification" is defined as a telephone conversation or conference
14 with the ESTA President or his/her designee or certified mail (re-
15 ceipt requested).

16 26.12 A person, having served as a temporary teacher, shall be consid-
17 ered for subsequent employment prior to consideration of new ap-
18 plicants.

19 26.13 The District will pay medical and dental premiums for full-time
20 bargaining unit members. Bargaining unit members employed on
21 a half-time or more basis shall have their health and dental benefits
22 paid consistent with this Agreement by the District. Bargaining
23 unit members employed less than half-time may elect the health
24 and dental benefits at a prorated cost.

25 26.13.1 Employees on Board-approved unpaid leaves of absence
26 shall have the option to continue to receive District health
27 and dental insurance coverage for the period of the leaves
28 upon advance quarterly reimbursement to the District.

29 26.14 The District shall continue to provide an Employee Assistance Pro-
30 gram hereafter known as EAP to all bargaining unit members.

- 1 26.15 The District shall provide the bargaining unit member all district
2 benefits through August 31, provided the bargaining unit member
3 has completed the terms of the contract.
- 4 26.16 The District shall provide a vision benefit plan for bargaining unit
5 members. The cost of the plan shall not exceed \$150,000 per year.
- 6 26.17 Bargaining unit members shall receive annual dental benefits up to
7 a \$2,000 ceiling.
- 8 26.18 All benefits shall be extended to domestic partners as defined by
9 the benefits carriers.
- 10 26.19 The District shall provide a fully-paid term life insurance to all bar-
11 gaining unit members in the amount of \$25,000 each.
- 12 26.20 Any retired bargaining unit member with a retirement date prior to
13 August 31, 2002, shall have retiree benefits as defined by contract
14 language at the time of retirement.
- 15 26.21 Bargaining unit members at least 55 years of age who retire from
16 active service after August 31, 2002, and who have served the Dis-
17 trict a minimum of twenty (20) years shall receive a District-paid
18 HMO until the retiree reaches age 65.
- 19 26.22 Consistent with the medical plan provisions, at any time the retiree
20 may pay through the District the cost of a District-offered medical
21 plan to bargaining unit members for the retiree's spouse or domes-
22 tic partner at the time of retirement.
- 23 26.23 All bargaining unit members retiring with retiree benefits after May
24 1, 1989 shall respond to a District created questionnaire that will be
25 sent out yearly. Failure to respond to a registered letter within 60
26 days may cause the benefits to be suspended.
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ARTICLE 27

Discipline

27.1 Notwithstanding any other provision(s) of this Agreement, no bargaining unit member shall be suspended, dismissed, reprimanded or disciplined without just cause and according to the principles of progressive discipline and due process. Furthermore, any bargaining unit member receiving an unsatisfactory performance evaluation shall be guaranteed these same rights.

27.2 Disciplinary penalties may be assessed only for just cause; however, any transfer, reassignment, reduction in rank or privilege used as penalties must be reasonably related to an appropriate remedy. No disciplinary penalties shall be imposed through evaluation. Except as provided in article 14.11 of this Agreement, bargaining unit members will not be removed from their added instructional responsibilities outlined in Appendix C of this Agreement without reasonable notice, fair investigation, and legitimate reason(s).

27.3 Any disputes arising out of this Article may be submitted to final and binding arbitration as provided in Article 13 of this Agreement.

27.4 Any proposed suspension or dismissal of a bargaining unit member shall be preceded by written notice of the right to appeal said action by filing a grievance as provided in Article 13 of this Agreement.

27.5 Any proposed suspension or dismissal of a bargaining unit member, except suspension under impelling circumstances, shall be stayed until completion of the grievance process if such action is challenged.

27.6 Permanent bargaining unit members may be discharged pursuant to the Education Code. Probationary bargaining unit members may be discharged consistent with the provisions of this Article.

ARTICLE 28

Public Complaint

28.1 No disciplinary action, negative and/or unsatisfactory evaluation, shall be taken based upon information received from a complaint from a member of the public or an employee of the District unless the following procedure has been followed.

28.1.1 The bargaining unit member will be advised of the existence and substance of the complaint within five (5) workdays of the receipt of the complaint.

28.1.2 Should either party or the administrator believe the allegations in the complaint warrant a meeting, the immediate supervisor shall schedule a meeting between the bargaining unit member and the complainant. If such a meeting is scheduled during the bargaining unit member's normal work time, the bargaining unit member will be released without loss of pay to attend the meeting. The complainant may be accompanied at such meeting by an advocate.

28.1.3 The bargaining unit member may respond to the substance of the complaint orally or in writing within ten (10) workdays after notification of the complaint. At any meeting called to discuss the complaint, the bargaining unit member may be represented by an Association representative.

28.1.4 Complaints which are withdrawn or shown to be false shall neither be placed in the bargaining unit member's personnel file nor utilized in any evaluation or disciplinary action against the bargaining unit member. Should the administrator determine that the substance of a complaint is true, following this procedure, the complaint may

1 be placed in the bargaining unit member's personnel file.
2 Any complaint, which is neither determined to be true or
3 false, will be put in a "complaint file" for a period of three
4 (3) years. Such a complaint will be discarded after three
5 (3) years from the date of the complaint, unless a similar
6 complaint regarding the same bargaining unit member is
7 filed; in that case, the first complaint will become part of
8 the new complaint file and will be dealt with consistent
9 with this procedure as a part of the second complaint.

10 Should the bargaining unit member's immediate supervi-
11 sor determine that the complaint is either "true" or "nei-
12 ther true nor false," he/she will issue a written report
13 which will summarize all information considered and
14 state the basis for determining whether the pub-
15 lic/employee complaint is true, or determined neither to
16 be true nor false. The bargaining unit member will be
17 given a copy of the administrator's report in a timely
18 manner. Any written response made by the bargaining
19 unit member will be attached to the written report of the
20 administrator.

21 Should the immediate supervisor determine that the
22 complaint is false, he/she may issue a written report at
23 his/her discretion.

24 28.1.5 If the bargaining unit member believes the decision made
25 by the supervisor is in error, he/she may appeal directly
26 to the Board of Trustees in closed session seeking a review
27 of the determination. The Board's investigation shall fol-
28 low all procedures set forth in this contract agreement. A
29 joint report shall be forwarded to the Board containing
30 both the administrative perspective and the bargaining
31 unit member/Association perspective. If the Board sus-
32 tains the public complaint and the District has not issued
33 a reprimand, suspension or dismissal of the bargaining
34 unit member pursuant to Article 27 of this Agreement, the

1 district shall place the complaint, the Board response and
2 attachments, the Superintendent's report, and/or the no-
3 tation of the Board's action into a sealed envelope which
4 shall have the memorandum contained in Appendix I
5 placed on its cover. If a reprimand, suspension, dismissal
6 or other disciplinary action results at any point from such
7 a complaint, such action is subject to the provisions of Ar-
8 ticle 27.

9 28.1.6 As provided in Education Code, Section 44031, a bar-
10 gaining unit member will be given released time to re-
11 spond to any information of a derogatory nature before it
12 is put in his/her personnel file.
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ARTICLE 29

Special Education

29.1 Unless otherwise noted in this article, all other articles of the CBA apply to Special Education bargaining unit members.

29.2 Bargaining unit members whose assignment is as a Resource Specialist shall have a caseload of no more than 28 students unless otherwise altered by affected members and approved by principal or designee.

29.3 Speech and language therapists shall have a caseload of no more than 55 students.

29.4 The District agrees to attempt, whenever possible, to keep Special Day Class case loads at 16-18 students.

29.5 The District agrees to attempt, whenever possible, to maintain a class size for low functioning students at 14-16.

29.6 As a goal, the District agrees to attempt to place fewer than five (5) mainstreamed students in any one (1) regular education class and keep any one (1) teacher's total number of mainstreamed students to ten (10) or fewer in one (1) day.

29.7 Resource Specialist Program staff, and where applicable Special Day Class staff, have as a component of their assignment the following responsibilities, to include but not be limited to, direct student instruction, screening and diagnostic testing, developing prescriptive programs, conferring with parents and teachers, maintaining records, planning training for school staff and parents, as-

sisting regular classroom teachers in program planning for mainstreamed students, and completing Individual Education Plans (including convening and participating in the IEP meetings) in a timely manner.

ARTICLE 30

Alternative Education

30.1 Alternative Education is defined as any program delivering an alternative approach to traditional high school. This includes, but is not limited to, Small But Necessary Schools, Continuation Schools, Independent Study (ISP) and college-based programs.

30.2 Unless specifically identified within this Article, all other sections of the Agreement apply to Alternative Education staff and programs.

30.3 Transfer

30.3.1 Any bargaining unit member working at an alternative site who wishes to transfer out of alternative education to a comprehensive site shall be treated as a priority transfer.

30.4 Assignment/Reassignment

30.4.1 Bargaining unit members shall have the opportunity to apply for any full-time positions open in an alternative education program; however, selection of staff for a program shall be based upon educational needs as determined by the coordinator or principal of the program.

30.4.2 A process identified by the coordinator/principal shall be followed for selecting applicants for full-time positions that become available within the Alternative Education site.

30.4.3 The District will attempt to staff Alternative Education programs with experienced teachers.

1
2 30.5 Hours

3 30.5.1 Full-time bargaining unit members assigned to alternative
4 education programs/sites shall have a workday no
5 shorter than that of the District's comprehensive high
6 school with the shortest regular schedule.

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8 30.5.2 No bargaining unit member who is teaching a morning
9 schedule shall be required to report for duty more than
10 fifteen (15) minutes before the beginning of the morning
11 students' day, nor shall any bargaining unit member
12 teaching an afternoon schedule be required to remain
13 more than fifteen (15) minutes after the close of the after-
14 noon students' day.

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16 30.5.3 Bargaining unit members shall be entitled to a 30-minute
17 duty-free lunch period that shall be designated as be-
18 tween the hours of 11:00 a.m. and 1:30 p.m.

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20 30.5.4 A preparation period of no less than 60 minutes will be
21 assigned to bargaining unit members at the alternative
22 education sites. This assignment will be made during
23 non-instructional time by the coordinator/principal, and
24 it is intended for professional purposes which may in-
25 clude, but not be limited to, collaboration with team
26 members, preparation of lessons, meetings with students,
27 and carrying out of other duties as assigned.

1 30.6 Teaching Conditions

2 30.6.1 By October 15 of each school year, the princi-
3 pal/coordinator of each alternative site shall establish a
4 site-based decision making team. The purview of this
5 team shall include, but not be limited to, modifications,
6 changes, alterations, or termination of alternative site
7 practices and procedures which may affect bargaining
8 unit members. The committee shall be solely responsible
9 for its internal organization and procedures. (Independ-
10 ent Study Program is excepted.)

11
12 30.6.1.1 In order to meet the requirements of this
13 section, site-based decision making teams
14 shall be selected as follows:

15 30.6.1.1.1 Committee members must be
16 elected based on a democ-
17 ratic vote by all bargaining
18 unit members at the site.
19 Term shall be two (2) years.

20
21 30.6.1.1.2 The committee shall be com-
22 prised of at least three (3)
23 bargaining unit members,
24 and shall be at a ratio of at
25 least two (2) members per
26 administrator.
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30.6.1.1.3 Upon agreement of bargaining unit members at sites with less than eight (8) FTE, sites may be combined and have one (1) committee if a plurality of those affected at each site agree.

30.7 Class Size

30.7.1 The maximum class size enrollments at alternative sites will be as follows.

Foothill Continuation classes	23
Foothill Off-Site Continuation classes	23
Family Learning Center classes	23
On-Site Continuation classes	22
GED Preparation classes	26
Middle College classes	30
Independent Study	25

30.7.2 Summer school classes taught at continuation school sites will reflect department class sizes set forth in Article Section 15.1.

ARTICLE 31

School-Wide Change

It is agreed that the District and ESTA hold these common beliefs and expectations regarding the process for creating successful school-wide change.

31.1 For the purposes of this section, issues defined as "school wide change" are defined as substantive changes (e.g., block scheduling) to practices and procedures that do not fall under the provision of Appendix H.

31.2 Topics for consideration by a site may be generated by the school leadership or the faculty, and there must be mutual interest, as defined by the 18.4 Committee, by the parties in working toward a school-wide change goal in order for it to have momentum.

31.3 Any process established for considering a proposed school-wide change will be decided by the 18.4 Committee.

31.4 The 18.4 committee shall determine a process which results in a "yes/no" balloting, and a threshold of no less than 2/3 shall be used to approve the initiative. The threshold may be greater than 2/3 as determined by the certificated staff and administration.

31.5 The administration at the site, based upon best information, determines whether an approved initiative shall be implemented.

31.6 The 18.4 Committee shall determine the timeline for implementation.

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31.7 Any bargaining unit member wishing to leave a site as a result of the implementation of a school-wide initiative shall be treated as a priority transfer.

ARTICLE 32

Professional Development

32.1 The California Professional Growth Manual published by the Commission on Teacher Credentialing is available online at www.ctc.ca.gov, as well as at the District Office and Santa Clara County Office of Education.

32.2 The District shall by October 1 announce a list of the names and work locations of persons who have been designated by the District to serve as professional growth advisors. No bargaining unit member shall be designated as a professional growth advisor.

32.3 The Professional Development Program will generate involvement and interest in professional growth at all levels--participation, planning and training.

32.4 SCHOOL SITE PROFESSIONAL DEVELOPMENT COMMITTEE ELECTIONS

The School Site Professional Development Plan Committee's elections shall be held no later than May 15 of even-numbered years. Bargaining unit members shall serve for a term of two (2) years.

Nominations of teachers to the Committee shall be opened for a period of ten (10) school days. The election shall then be held on the eleventh (11th) school day.

A teacher representative from the English, Mathematics, Social Science, Science, and Foreign Language departments receiving the most votes shall be appointed to the Committee. The teacher receiving the highest number of votes, excluding the aforementioned five (5) teachers, shall be named as the sixth (6th) member of the committee, as an at-large member. If the specified departments do not have an elected representative, then the opening shall be filled by an at-large member identified through the election process. If

fewer than six (6) bargaining unit members are nominated and elected for the six (6) positions, volunteers from the necessary area (department or at-large) shall be utilized to create the full complement.

32.5 SB 1193 requires that the content of the per diem days addresses instructional methods, including teaching strategies, classroom management and other training designed to improve pupil performance, and academic content in the core curriculum areas. The District agrees to pay all participating bargaining unit members per diem for attending an entire day of inservice training as defined by SB 1193. A part-time bargaining unit member will receive full-time per diem, if, and only if, he/she attends the full day. Per diem is defined as 1/182 of a bargaining unit member's placement on the salary schedule.

No later than the last workday of the current school year, bargaining unit members shall be notified of the dates of the per diem days at their sites for the upcoming school year.

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ARTICLE 33

Signature Page

FOR THE BOARD

FOR THE ASSOCIATION

Date

Date

Team Chairperson

Team Member

Team Member

Team Member

Team Member

ARTICLE 34

Peer Assistance and Review

34.1 Purpose

34.1.1 The Peer Assistance and Review Program ("Program", AB 1X) allows exemplary teachers to assist permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies, classroom management and teaching methodologies.

34.1.2 The assistance shall be provided through Consulting Teachers as described in sections 34.2.12 and 34.4 of this Article. This assistance is supportive in nature and in no way evaluative (the procedures and processes of which are set forth in Article 11 of this Agreement and Education Code 44660, et seq.), except for making available to the evaluator the Consulting Teacher's report (34.5.4) of a bargaining unit member's participation in the Program.

34.1.3 The Program resources shall be utilized in the following priority: first, for Referred Participating Teachers; second, for first and second year teachers, complementing the District's new teacher support programs; and thereafter, other experienced teachers.

34.2 Definitions Applicable to this Article

34.2.1 First-year Teacher—Any individual assigned to provide instruction to pupils in a classroom setting for his/her first (1st) year, regardless of credential or intern status.

34.2.2 Second-year Teacher—Any individual assigned to provide instruction to pupils in a classroom setting for his/her second (2nd) year, regardless of credential or intern status.

34.2.3 Experienced Teacher—Any teacher with more than two (2) years of teaching experience.

34.2.4 Referred Participating Teacher—A bargaining unit member with permanent status who has received an “unsatisfactory evaluation,” as identified in Article 11 of this Agreement, because his/her evaluator has determined that s/he needs remediation in one (1) or more of these areas: subject matter knowledge, teaching strategies, classroom management and teaching methodologies.

34.2.5 Voluntary Participating Teacher—Any experienced teacher participating in the Program other than a Referred Participating Teacher.

34.2.6 Participating Teacher—This is a general category including all possible participants: voluntary, referred and first or second year teachers.

34.2.7 Evaluator—An administrator appointed by the District to evaluate certificated teachers.

34.2.8 Consulting Teacher—An exemplary teacher meeting the requirements of section 34.4 who is selected by the Joint Panel to provide Program assistance to Referred and Participating Teachers.

34.2.9 Joint Panel—The five (5) member panel responsible for administering the Program.

34.2.10 District and Association Representatives— Superintendent or designee and East Side Teachers Association President or designee.

34.3 Governance

34.3.1 The date of implementation of the Program shall be the 2000-2001 school year.

34.3.2 The Program will be administered by a Panel consisting of five (5) members, of whom the Association appoints three (3) permanent certificated classroom teachers and the District appoints two (2) administrators. There shall also be one (1) ex officio member selected by the Association and one (1) ex officio member selected by the District. These ex officio members shall be nonvoting members of the Panel unless acting as alternates for their respective constituencies. All members of the Panel, voting and nonvoting, shall be trained to meet the responsibilities of the Panel.

34.3.2.1 The process of naming the five (5) Panel members and two (2) alternates shall require the Association to recommend ten (10) qualified, interested Association candidates. The District shall select four (4), three (3) of whom are participants and one (1) of whom is an alternate. Similarly, the District shall recommend seven (7) qualified, interested administrators, from whom the Association shall select three (3), two (2) of whom are participants and one (1) of whom is an alternate.

34.3.3 Terms of Panel Members

34.3.3.1 For the first (1st) year of Program implementation, one (1) teacher Panel member shall serve a one-year (1) term, one (1) teacher Panel member shall serve a two-year (2) term, and one (1) teacher Panel member shall serve a three-year (3) term. In subsequent years teacher Panel members shall each serve a three-year (3) term.

34.3.3.2 For the first (1st) year of Program implementation, one (1) District Panel member shall serve a one-year (1) term, and the second (2nd) District Panel member shall serve a two-year (2) term.

1 In subsequent years, District Panel members
2 shall each serve a two-year (2) term.

3 34.3.3.3 Association Panel members shall serve on the
4 panel for no more than two (2) three-year (3)
5 terms, or six (6) years. The District Panel
6 members shall serve on the panel for no more
7 than three (3) two-year (2) terms, or six (6)
8 years.

9 34.3.4 Quorum

10 34.3.4.1 The Panel will make all decisions by majority
11 vote of the members present, provided that at
12 least four (4) of the five (5) Panel members are
13 present to constitute a quorum for the purposes
14 of meeting and conducting business.

15 34.3.5 Duties of the Panel

16 34.3.5.1 The Panel's primary responsibilities involve
17 selecting and overseeing Consulting Teachers,
18 establishing the annual budget for this Program
19 as provided herein, and determining the Pro-
20 gram's design for the coming year, based upon
21 the needs of those participating in the Program.
22 In addition, the Panel is responsible for

- 23 a. reporting to the Referred Participating
24 Teacher, the Evaluator and the governing
25 Board the specifics set forth in section
26 34.5.7 of this Article,
- 27 b. reporting annually to the Governing Board
28 and the Association regarding the Pro-
29 gram's impact and making recommenda-
30 tions for improvement of the Program,

- c. assigning Consulting Teachers based on the selection process provided in section 34.4,
- d. receiving Consulting Teachers' reports on Referred Participating Teachers,
- e. resolving issues and problems that may arise between a Consulting Teacher and the Participating Teacher,
- f. determining the appropriate training for the Consulting Teachers,
- g. coordinating with the District to provide training and retraining for Consulting Teachers, for Panel members, and, where appropriate, for Participating Teachers,
- h. evaluating Consulting Teachers and their documentation, and
- i. establishing internal operating procedures necessary to carry out the requirements of this Article and the Education Code.

34.3.5.2

Establishment of Annual Program and Budget:

The Panel shall use the following procedure for establishing the annual program plan and budget:

- 34.3.5.2.1 Beginning on or after May 15, but no later than June 1 of each fiscal year, the Panel will establish a Program and budget for the succeeding year that will include the following:

1		a.	estimated State revenues
2			for the Program,
3		b.	projected total number of
4			Participating Teachers,
5		c.	projected number of Con-
6			sulting Teachers needed to
7			serve the projected need,
8		d.	projected expenditures nec-
9			essary to implement assis-
10			tance plans developed by
11			Participating Teacher, Con-
12			sulting Teacher and, where
13			appropriate, Evaluator, and
14		e.	projected costs for training,
15			administrative overhead,
16			etc.
17	34.3.5.2.2	By June 1, the Panel will ap-	
18		prove the Program and proposed	
19		budget. Should the Panel fail to	
20		reach consensus on these mat-	
21		ters, it shall refer the matter to	
22		the Association and District rep-	
23		resentatives for resolution.	
24	34.3.5.3	<u>Compensation and Released Time for Panel</u>	
25		<u>Members:</u>	
26	34.3.5.3.1	For the first year of the Program	
27		(implementation through 6-30-	
28		01), each regular Panel member,	
29		for both the Association and the	
30		District, shall receive \$2000.00.	
31		The ex officio member shall re-	

1		ceive a pro-rated amount based
2		upon the percentage of time he
3		or she spends acting as an alter-
4		nate to the committee and being
5		trained.
6	34.3.5.3.2	For each subsequent year of the
7		Program (beginning 7-1-01
8		through 6-30-02), each regular
9		Panel member, for both the As-
10		sociation and the District, shall
11		receive \$1000.00. The ex officio
12		member shall receive a pro-
13		rated amount based upon the
14		percentage of time he or she
15		spends acting as an alternate to
16		the committee and being
17		trained.
18	34.3.5.3.3	Panel members shall be given a
19		reasonable amount of released
20		time to complete the duties of
21		the panel. The Panel will de-
22		termine this amount, subject to
23		the approval of the District and
24		Association representatives.
25	34.3.5.3.4	As part of establishing the an-
26		nuual budget (see section
27		34.3.5.2.1 of this Article), the
28		Panel may recommend increases
29		or decreases in the foregoing
30		stipends and/or released time,
31		subject to the approval of the
32		District and Association repre-
33		sentatives.

1 34.4 Consulting Teachers

2 34.4.1 Minimum Qualifications of a Consulting Teacher shall be that
3 he or she is:

4 a) a permanent credentialed classroom teacher with at least
5 five (5) years of teaching experience, where the assignment
6 immediately prior to selection as a Consultant Teacher
7 must be at least three (3) periods where he or she is
8 “teacher of record,”

9 b) an exemplary teacher with strong communication skills,
10 vast subject matter knowledge, strong understanding and
11 implementation of classroom control and a mastery of a
12 range of teaching strategies and methodologies, and

13 c) the holder of such qualities and abilities as may be identi-
14 fied by the Panel and may be recommended by the District
15 and/or Association for the Panel’s consideration.

16 34.4.2 The selection process for applicants for Consultant Teachers
17 shall be determined by the Panel and shall include provisions
18 for observation of Consulting Teacher applicants by the Panel.
19 The process may also include components such as application
20 forms, required letters of reference from colleagues (teachers
21 and administrators), and interviews with the Panel. The Panel
22 shall publicize in writing the specific application procedures.

23 34.4.3 Number, Training and Terms of Consulting Teachers:

24 34.4.3.1 The Panel shall make every effort to facilitate
25 the training of Consulting Teachers by the
26 commencement of the 2000-2001 school year
27 through an appropriate training system, as de-
28 termined by the Panel.

29 34.4.3.2 Support provided by Consulting Teachers may
30 take the form of an after-hours assignment, part-
31 time release or full-time release to fulfill their

1 duties as Consultant Teachers. Determination
2 of such placement rests solely with the Panel
3 but will include input from the Consultant
4 Teacher and Participating Teacher.

5 34.4.3.3 Once selected and trained, a Consulting Teacher
6 will serve a one-year (1) term with an opportu-
7 nity for a one-year (1) extension as determined
8 by the Panel.

9 34.4.4 Duties and Compensation

10 34.4.4.1 Consulting Teachers shall provide services, in-
11 cluding, but not limited to, support, assistance
12 and the facilitation of specialized assistance to
13 Participating Teachers. Consulting Teachers
14 shall also review Referred Participating Teach-
15 ers, as specified in Section 34.5.

16 34.4.4.2 Consulting Teachers shall be compensated at a
17 rate consistent with that paid to mentor teachers,
18 adjusted for the number of Participating Teach-
19 ers with whom they work, the form that the as-
20 sistance takes, and the use of released time to
21 complete their component of the Program. The
22 Panel shall set compensation amounts.

23 34.5 Referred Participating Teachers

24 34.5.1 A Referred Participating Teacher, as defined in section 34.2.4 of
25 this Agreement, must participate in the Program.

26 34.5.2 The Panel shall assign each Referred Participating Teacher a
27 Consulting Teacher.

28 34.5.3 The Consulting Teacher's assistance and review shall focus
29 upon the specific areas recommended for improvement by the
30 Participating Teacher's Evaluator in the Performance Improve-

ment Plan that is developed after the teacher receives an unsatisfactory evaluation as set forth in Article 11.

34.5.3.1 The recommendations in the Performance Improvement Plan shall be considered part of the Referred Participating Teacher's performance goals for the period of participation in this Program.

34.5.3.2 The Evaluator, Consulting Teacher and Referred Participating Teacher shall meet and discuss, 1) the recommended areas of improvement outlined by the Evaluator in the Performance Improvement Plan, and 2) the types of assistance that will be provided for by the Consulting Teacher.

34.5.3.3 The Consulting Teacher and the Evaluator are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Referred Participating Teacher, consistent with the Performance Improvement Plan.

34.5.3.4 To the extent that not every goal identified in the Performance Improvement Plan may be able to be addressed by the Consulting Teacher, it is agreed that it may be necessary to draw upon outside resources. In such case, the Consulting Teacher shall maintain prime responsibility for the goals outlined in the meeting identified in section 34.5.3.2, and he/she shall make other resources available to the Referred Participating Teacher through his/her funds.

34.5.4 Consulting Teacher's Report to the Panel: On or before April 1 of each year, the Consulting Teacher shall complete a written report documenting the participation of the Referred Participating Teacher in the Program.

34.5.4.1 The report shall be anecdotal in nature, identifying the dates of contact between the Consulting Teacher and Referred Participating Teacher and the areas of the Performance Improvement Plan focused upon during those interactions.

34.5.4.2 Ten (10) working days prior to this report being submitted to the Panel, the Evaluator shall review the report and identify whether he or she believes the Referred Participating Teacher has satisfactorily met the goals set forth in the Performance Improvement Plan, would benefit from continued participation in the Program, or has not satisfactorily completed the elements of the Performance Improvement Plan. The Evaluator shall give the report back to the Consulting Teacher.

34.5.4.3 At least five (5) days prior to the report being submitted to the Panel, the Consulting Teacher shall make a copy of the completed report available to the Referred Participating Teacher.

34.5.5 Rights of the Referred Participating Teacher Associated with the Report

34.5.5.1 A Referred Participating Teacher shall be entitled to affix his/her comments to all reports generated by the Consulting Teacher prior to their submission to the Panel.

34.5.5.2 The Referred Participating Teacher, his/her
ESTA representative, and the Evaluator may be
present for the Consulting Teacher's report to
the Panel. However, none of these individuals
may be present during deliberations of the
Panel, which are closed and confidential. The
Panel may request additional follow-up infor-
mation from these individuals.

34.5.6 The report identified in section 34.5.4 shall be included as part
of the Referred Participating Teacher's annual evaluation and
placed in the official personnel file.

34.5.7 Panel's Report to the Board of Trustees: After receiving the re-
port identified in section 34.5.4, the Panel shall report, in writ-
ing, to the Governing Board. The report shall identify the re-
sults of the Program, specifically, the number and type of par-
ticipants, the number and type of Consulting Teachers, and the
success of the Program based upon the original goals set forth in
section 34.3.5. Such report shall not include the names of Par-
ticipating Teachers.

34.6 Voluntary Participating Teachers

34.6.1 Experienced Teachers, as defined in section 34.2, desiring as-
sistance in improving their practice, may apply to the Panel for
such assistance on a confidential basis. The applicants shall be
required to provide information as determined by the Panel.

34.6.2 The Panel shall have the authority to accept or reject applica-
tions for voluntary participation and shall give priority as fol-
lows:

a) experienced Teachers who choose to disclose to the Panel
that such application has been made because of the recom-
mendation of their Evaluator,

b) experienced Teachers who are new to the District, and

c) any other Experienced Teachers.

34.6.3 If the Panel accepts an application, it shall assign the Voluntary Participant a Consulting Teacher.

34.6.4 If a teacher is accepted into the Program as a volunteer, documentation will not be placed in the personnel file.

34.6.5 Any reports forwarded to the Board of Trustees shall only identify the number of Voluntary Participants in the Program. No names shall be included.

34.6.6 Unless otherwise determined by the Panel, applications for Voluntary Participants shall be due to the Panel by May 15 of any given year.

34.7 First and Second Year Teacher Support Program

34.7.1 Mentors for first and second year teachers shall be trained as Consulting Teachers and paid through agreements made by the Panel for such compensation.

34.7.2 First and Second Year Teachers shall participate in the Program.

34.7.3 For each First and Second Year Teacher participating in the Program, the Panel shall appoint a Consulting Teacher.

34.7.4 There shall be no reports to the Panel required of the Consulting Teachers working with first and second year teachers. However, Consulting Teachers who are working with BTSA-participating teachers shall have to meet the requirements of the BTSA program.

34.7.5 Any reports forwarded by the Panel to the Board of Trustees shall only identify the number of First and Second year Teacher participants in the Program. No names shall be included.

34.7.6 No reports generated in the Program relative to First and Second Year Teachers shall be placed in personnel files.

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A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations or decisions of the Panel, but may file official responses, as provided herein, which shall become part of the official record of the intervention provided under this program. Although violations of confidentiality are not grievable, they may be addressed through other legal recourse.

APPENDIX A

A.1 Effective August 1, 1998, advancement beyond Column C will be commensurate with Education Code/Title V requirements in addition to the indicated number of semester hours.

A.2 Career increments beyond year 12 will be on an annual basis at the beginning of the school year. To meet the requirements of this section, any decimal .5 or higher will be rounded up to the nearest whole year. Any decimal .49 or less will be rounded down to the nearest whole year.

A.3 All salary schedule changes, Appendix B pay rate changes and Appendix C stipend amount changes shall be effective the first workday of the school year. Compensation for attendance at District-held new teacher orientation workshops and AB 1193 staff development days that are held prior to the first day of school shall be at new pay rates.

Schedule of Qualifications

A.4 All bargaining unit members start in the proper column and range as defined below.

A.5 All units (semester hours) from an accredited institution, graduate or undergraduate, earned after date of completion of the bachelor's degree shall count full credit toward initial placement on the salary schedule. Additionally, temporary employees shall have the right to submit to the District units earned toward a credential while pursuing a bachelor's degree for consideration on a case-by-case basis. After initial placement, all units earned in other than a four-year (4) college or university must have written approval of the Director of Human Resources, preferably prior to registration for the course.

A.5.1 The definition of a semester unit is successful completion of fifteen (15) hours of classroom instruction from an accredited college and university. Therefore, all other academic credits earned from a college or university, as reflected in a transcript, will be prorated on the following basis.

1 unit	=	15 hours of instruction
2 units	=	30 hours of instruction
3 units	=	45 hours of instruction

A.6 All column changes must be registered with the Human Resources Office on or before October 31 by official documents and/or appropriate credential affidavit. No credits, degrees, or credentials (including credits marked "incomplete") for which work is not fully completed by August 31 shall be accepted. No salary adjustment will be made until official transcripts and/or credentials are received by the Human Resources Office.

A.7 Units for advancement on the salary schedule will be granted per Appendix A whether or not such units are also used for purposes of professional growth.

A.8 Amounts to be added to basic salary:

A.8.1 Full credit for up to eight (8) years of outside contractual experience will be granted to any bargaining unit member who qualifies.

A.8.2 Extra pay as defined in Appendix C is also added.

A.8.3 In order to qualify for the master's stipend, the degree must be earned from an accredited institution. All work required for the M.A. must be completed by August 31 and verified by the Human Resources Office by October 31 of the year for which payment is granted. The conferring of the degree may come after August 31.

1 A.8.4 In order to qualify for the doctoral stipend, the degree must
2 be earned from an accredited institution (same deadlines as
3 in A.8.3 above apply).

4 A.8.5 Annual increments as indicated in this schedule are for full-
5 time employment. Increments will be pro-rated for part-
6 time employment or for employment for less than a full
7 school year.

8 A.9 Placement of Nurses

9 A.9.1 Nurses will be placed on the basic salary schedule.

10 A.9.2 Holders of the Health and Development Credential are
11 placed in Column A.

12 A.9.3 For placement in Column C, nurses must hold a bachelor's
13 degree and have professional training equivalent to five (5)
14 years of college or university work. Subsequent progression
15 shall be in conformance with the Certificated Salary Sched-
16 ule.

CERTIFICATED SALARY SCHEDULE

2002-2003 – COLA received.

2003-2004 – COLA received.

2004-2005 – COLA received.

1. Effective Base Revenue Limit per ADA will be defined as the product of the Total Base Revenue Limit per ADA (EDP024) from the SACS J200/J201 Financial Report and the State School Deficit Factor (EDP086).
2. COLA received by the district will be defined as the percent increase of the current year's Effective Base Revenue Limit per ADA over the previous year's Effective Base Revenue Limit per ADA.

CERTIFICATED SALARY SCHEDULE 2002 – 2003

Step	BA A	BA + 30 B	BA + 45 C	60 w/MA 65 w/o MA E
1	\$41,151	\$41,737	\$42,326	\$43,502
2	\$41,152	\$42,326	\$42,914	\$44,089
3	\$41,152	\$42,914	\$43,502	\$49,173
4	\$41,737	\$46,734	\$49,267	\$51,801
5	\$46,828	\$49,362	\$51,896	\$54,430
6	\$49,456	\$51,990	\$54,524	\$57,058
7	\$52,085	\$54,618	\$57,152	\$59,686
8	\$54,713	\$57,246	\$59,781	\$62,315
9	\$57,341	\$59,875	\$62,409	\$64,942
10	\$59,969	\$62,504	\$65,037	\$67,570
11	\$62,597	\$65,132	\$67,665	\$70,199
12	\$65,226	\$67,760	\$70,293	\$72,827
16			\$72,405	\$74,939
20			\$74,516	\$77,050
24			\$76,626	\$79,160
28			\$78,737	\$81,271
32			\$80,850	\$83,384

Master's Degree \$1,411/year

Doctorate Degree \$1,881/year

APPENDIX B

Hourly Pay

Effective: August 26, 2002 – August 31, 2003

Job	Hourly Rate
Regular Hourly Rate	\$29.50
Summer School Teacher*	\$31.70
Resident Substitute	\$31.70
Extra Period	\$35.00

*Includes compensation for preparation time and orientation.

These are the hourly rates for 2002-2003.

Each rate will be advanced by COLA for 2003-2004 and 2004-2005.

APPENDIX C

Part I

Added Instructional Responsibility

CATEGORY I

Band (two concerts, District festival and school related activities)	
Choir (two concerts, District festival and school related activities)	
Dance (two concerts, District festival and school related activities or their equivalents)	
Drama (one full-length production)	
Journalism	Librarian
Yearbook	Speech
Audio Visual*	IMS*

CATEGORY II

Drama (two full-length productions)	
Performance/Marching Band (Category I requirements plus additional concerts, performance events and/or competitions)	
Choir (Category I requirements plus additional concerts, performance events and/or competitions)	
Dance (Category I requirements plus additional concerts, performance events and/or competitions)	

CATEGORY III

Drama (three full-length productions)	
Performance/Marching Band (Category II requirements and at least one of the following: Jazz Band, Orchestra)	
Choir (Category II requirements and at least one of the following: Jazz Choral or Musical Choral)	
Dance (Category II requirements and at least one of the following: Jazz Dance or Musical Choreography)	
Cheerleading	

NON-CATEGORICAL

Head Counselor	Department Chairperson
Student Advisor	Technology Mentor

Category placement is determined by the site administration.

* These two stipend categories will be eliminated as each current bargaining unit member serving in these capacities at the sites ends his/her willingness to continue in the extra pay responsibilities.

APPENDIX C

(continued)

Effective: August 26, 2002 – August 31, 2003

Class

Category I	\$1,271
Category II	\$1,908
Category III	\$2,543
Head Counselor	\$2,331
Technology Mentor	\$3,179
Student Advisor	\$3,603
Psychologist	\$4,928
Nurse	\$4,928

Department Chairperson Schedule

Department Chairperson (1-4 FTE)	\$1,271
Department Chairperson (5-8 FTE)	\$1,696
Department Chairperson (9-14 FTE)	\$2,119
Department Chairperson (15-24 FTE)	\$2,543
Department Chairperson (25+ FTE)	\$2,967

Each rate will be advanced by COLA for 2003-2004 and 2004-2005.

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APPENDIX C

PART II

COACHING/ATHLETIC PAY

CATEGORY I

Assistant Frosh-Soph Football

CATEGORY II

Assistant Track	Frosh-Soph Wrestling
Assistant Varsity Football	JV Basketball
Frosh-Soph Football	JV Softball
Frosh-Soph Baseball	JV Volleyball
Frosh-Soph Basketball	Second Assistant Varsity Football

CATEGORY III

Athletic Director (non classroom)	Varsity Swimming
Cross Country	Varsity Soccer
Varsity Badminton	Varsity Tennis
Varsity Baseball	Varsity Track
Varsity Basketball	Varsity Volleyball
Varsity Football	Varsity Water Polo
Varsity Softball	Varsity Wrestling
	Coach of Second Team listed in
	Appendix C (same season--50% over
	Category III)

Appendix C

Part II

COACHES SALARY SCHEDULE

Effective: August 26, 2002 – August 31, 2003

Category	Years Coaching in ESUHSD			
	1-2	3-5	6-8	9+
I	\$1,897	\$2,187	\$2,326	\$2,458
II	\$2,079	\$2,216	\$2,420	\$2,624
III	\$2,353	\$2,490	\$2,694	\$3,149

Each rate will be advanced by COLA for 2003-2004 and 2004-2005.

- C.1 Persons serving as chairpersons of combined departments shall be compensated at a rate 1.5 times the pay for the department in the highest category.
- C.2 Extra pay shall be awarded a bargaining unit member who is assigned a regular, continuing extra duty in addition to his or her normal assignment.
- C.3 Extra duty is interpreted as being the responsibility for instruction, scheduling and/or supervision of a group of students in an authorized activity or assigned leadership of an instructional department, or equivalent.
- C.4 Director of Human Resources must approve all extra-duty assignments in excess of two (2) per year.
- C.5 Athletic Directors (2 per comprehensive high school) who are classroom teachers shall receive a .2 release. These Athletic Directors shall be responsible to the new Athletic Director job description.

APPENDIX C STIPEND ADDENDUM

District nurses, one (1) Head Counselor and Activities Director or principal's designee (in the event that the regularly assigned personnel is unavailable for said assignment) from each comprehensive school shall work 10 extra days during the summer and be compensated his/her per diem rate. The placement of said days shall be at the discretion of the site principal.

When school psychologists work extra days during the summer, each will be compensated at his/her per diem rate. The placement of said days shall be at the discretion of the Director of Special Services. The assignment of extra days in subsequent years (summer) will be dependent upon workload and FTE augmentations to the current allocation as determined by the Director.

Two (2) supplementary Category I stipends will be allocated to each comprehensive school site to be utilized and assigned at the discretion of the site principal.

Beginning July 1, 2002, STRS contributions generated from the following stipend positions will be credited to the bargaining unit member's STRS Defined Benefits Account.

- Advisor
- Head Counselor
- Librarian
- Nurse
- Program Specialist
- Psychologist
- Speech Therapist

All other STRS contributions generated from stipends will be credited to the bargaining unit member's STRS Defined Benefits Supplemental Account.

APPENDIX D

CHILDREN'S CENTER INSTRUCTOR MONTHLY SALARY SCHEDULE (PART 1) 2002-2003

	A	B	C	D	E	F
	60	90				
Step	Semester Hours	Semester Hours	AB Degree	AB + 15	AB + 30	AB + 45
1	\$2,707	\$2,946	\$3,185	\$3,424	\$3,663	\$3,902
2	\$2,956	\$3,195	\$3,434	\$3,673	\$3,909	\$4,148
3	\$3,204	\$3,443	\$3,680	\$3,920	\$4,158	\$4,397
4	\$3,448	\$3,688	\$3,928	\$4,166	\$4,406	\$4,647
5	\$3,698	\$3,937	\$4,178	\$4,416	\$4,654	\$4,893
6	\$3,948	\$4,185	\$4,424	\$4,663	\$4,902	\$5,141

Master's Degree \$1,411 (\$117.58/month)

Doctorate Degree \$1,881 (\$156.75/month)

Department Chair \$1,271 (\$105.92/month)

The following annual amounts are to be added:

Starting with year	8	increase to a total of \$650	(\$54.17/mo.)
Starting with year	10	increase to a total of \$980	(\$81.67/mo.)
Starting with year	12	increase to a total of \$1,311	(\$109.25/mo.)
Starting with year	14	increase to a total of \$1,642	(\$136.83/mo.)
Starting with year	16	increase to a total of \$1,972	(\$164.33/mo.)
Starting with year	18	increase to a total of \$2,303	(\$191.92/mo.)
Starting with year	20	increase to a total of \$2,633	(\$219.42/mo.)
Starting with year	22	increase to a total of \$2,964	(\$247.00/mo.)
Starting with year	24	increase to a total of \$3,294	(\$274.50/mo.)
Starting with year	26	increase to a total of \$3,625	(\$302.08/mo.)
Starting with year	28	increase to a total of \$3,955	(\$329.58/mo.)
Starting with year	30	increase to a total of \$4,286	(\$357.17/mo.)
Starting with year	32	increase to a total of \$4,616	(\$384.67/mo.)

Each rate will be advanced by COLA for 2003-2004 and 2004-2005.

APPENDIX D (Continued)

Column Placement

1. All college semester units from an accredited institution will count toward advancement on the schedule.
2. All initial placements will be at Column A until official transcripts are received in the Human Resources Office. If transcripts are received within sixty (60) days of date of hire, placement will be according to units indicated retroactive to date of hire.
3. All column changes will be effective July 1. Units for advancement on this schedule must be completed by June 30 of the year for which advancement is requested. Official transcripts and/or degrees must be submitted by August 31 of the year for which advancement is requested.
4. All salary schedule changes and step and column changes shall take effect July 1. Service for less than a full year will be prorated.
5. Career increments beyond year 6 will be on an annual basis at the beginning of the school year. To meet the requirements of this section, any decimal .5 or higher will be rounded up to the nearest whole year. Any decimal .49 or less will be rounded down to the nearest whole year.

APPENDIX E

Representation

Representation at conferences, as provided in this Agreement (for example, section 5.3, 13.9, 18.4 and 28.1.3), is expected to occur immediately before or after school or during the bargaining unit member's preparation period unless another time is mutually agreed to between the parties. If the agreed-upon time is during the bargaining unit member's or the on-site ESTA representative's instructional time, either or both, as appropriate, will be released from duties during the time of the conference.

If the nature of the conference is such that the bargaining unit member believes it necessary to have an off-site representative present, the conference time will be mutually agreed upon and scheduled within three (3) workdays; provided, however, that if the nature of the conference is such that the administration reasonably believes that the conference needs to occur immediately or before an off-site representative is available, then the bargaining unit member will attempt to obtain an on-site representative or witness before the conference is held.

The three (3) workday timeline may be waived if:

- 1) a mutually agreed upon meeting is to occur later than the three (3) day limitation, or
- 2) a meeting time cannot be mutually agreed upon. The Association shall make every reasonable effort to accommodate the individual bargaining unit member's and administrator's schedule. In any case, a meeting shall occur within three (3) working days and the administrator involved will schedule the meeting at a reasonable time and a reasonable place.

If the off-site representative is released from duties, he/she shall inform his/her site administration of his/her departure and return.

APPENDIX F

Negotiation Procedure

1. Each year, by mutual agreement, working procedures for meeting and negotiating will be established.
2. Either party may utilize the services of outside consultants.
3. The District and the Exclusive Representative may discharge their respective duties required by this Agreement by means of authorized officers, individual representatives, or committees.
4. Negotiations shall take place at mutually agreeable times and places.
5. The Exclusive Representative, no later than March 15, shall designate up to six (6) representatives who shall comprise the Exclusive Representative's Negotiations Unit. These six (6) representatives shall be given released time, without loss of pay, from those non-teaching duties defined in Sections 14.2 and 14.5 of this Agreement.
 - 5.1 In addition, these six (6) representatives shall be designated by the Exclusive Representative to be eligible for released time from classroom duties, without loss of pay for purposes of meeting with District or Association representatives.
6. The District shall furnish the Association upon request two (2) copies of all budgetary and other information it produces for public release that are necessary for the Association to fulfill its role as the Exclusive Bargaining Representative.
7. As soon as practicable after the ratification of the Agreement by both parties herein, the Association will deliver to the District Office a photo-ready copy of the Agreement. The District, within fifteen (15) working days, shall reproduce and deliver 1500 copies to the Association.

APPENDIX H

Site-Based Decision-Making

In any instance in which decisions made by Site-Based Decision-Making bodies impact the provisions of the Collective Bargaining Agreement, the following procedure shall be used:

1. The change to the Agreement being proposed must be reviewed and agreed to by the site faculty by consensus. In the case that a group smaller than the entire faculty is affected, the affected body must, by consensus, agree to the change.

- 1.1 Consensus is a process which is understood to mean the agreement of 100% of those bargaining unit members whose job duties are affected, at least on a pilot basis.

2. If current Agreement language is to be changed or a waiver of that language is proposed, then the substitute language must be identified and submitted to the District and the Association along with the waiver proposal. Proof that a consensus occurred must be submitted to the Association and the District with the waiver.

3. Language changes and waivers that are agreed to by the Association and the District are in existence for a pilot period of one (1) year. If the faculty chooses to resubmit the waiver language to the Association and the District, the first three (3) steps of this procedure are to be followed.

4. Decisions made under this appendix shall not be used as precedent for other sites.

APPENDIX I

MEMORANDUM

DATE:

TO: Personnel File

FROM: Director of Human Resources

SUBJECT: PUBLIC COMPLAINT

In this envelope is a public complaint, which was filed in accordance with Article 28 and sustained by the Board.

This public complaint will not be used in evaluation of the bargaining unit member's performance and/or as a basis for disciplinary action, now or at any time in the future.

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SIDE LETTER OF AGREEMENT
EARLY RETIREMENT INCENTIVE

The District and the Association agree when early retirement incentives are available they will be offered equally and fairly to all bargaining unit members who are qualified. The minimum qualifications agreed to by both parties shall be 55 years of age and 20 years of service to the District. No bargaining unit member will be offered a lesser or greater incentive than another bargaining unit member when their qualifications are the same. No consideration for incentive will be given based on past performance of duties. The sole criterion for determining incentives shall be the cost savings accrued to the District.

SIDE LETTER OF AGREEMENT

INVOLUNTARY TRANSFERS RESULTING FROM OPENING OF EVERGREEN VALLEY HIGH SCHOOL

The opening of Evergreen Valley High School will be defined as the staffing process for the 2002-2003, 2003-2004 and 2004-2005 school years:

- A. The primary criterion shall be a unit member's District seniority. Other criteria that shall be considered as "educationally-related needs" are:
 - 1) Holding the position of Department Chairperson (or Co-Chairperson) or holding the position of Athletic Director.
 - 2) Holding and utilizing in sheltered instruction of appropriate CLAD (or equivalent) certification.
 - 3) Holding the appropriate credential in their primary subject area (majority of their assignment).
 - 4) Teaching (with credential) unique and hard-to-fill classes (i.e. Biotechnology or Japanese).
 - 5) Maintaining the balance of male/female Physical Education Instructors.
- B. Teachers who have received funds through the Teaching as a Priority (TAP) Program and who are involuntarily transferred shall only be sent to other qualifying sites (or be responsible for reimbursing the District for funds advanced if the unit member opts to move to a non-qualifying site).
- C. Credentialed teachers shall not be involuntarily reassigned out of their current primary subject area (majority of their assignment).
- D. If a teacher is credentialed in another subject area(s) and that area has less senior unit members, the unit member shall have the option of staying at that site by moving to that department.
- E. A unit member who has been involuntarily transferred shall have the right of first refusal to return to their previous site should a full-time opening occur through the first two weeks of school. In this event, the unit member shall respond within 24 hours following notification (one business day) as to whether they shall exercise this option.
- F. The implementation of these transfers shall be done by consensus of a committee of two: the District's Director of Employer/Employee Relations and the East Side Teachers Association (ESTA) President.

SIDE LETTER OF AGREEMENT

SICK LEAVE BANK

Upon the effective date of this Agreement, a voluntary Sick Leave Bank shall be established for unit members covered by this Agreement who:

- a. Have a serious illness or disability; or
- b. Have a calamity in their immediate family requiring their presence; and who
- c. Have exhausted their own accumulated sick leave.

Upon the effective date of this Agreement and at the beginning of each school year thereafter, each eligible member of the professional staff covered by this Agreement may contribute one day of his/her annual allotment of sick leave in order to fund the Bank.

Unit members who decide to participate in the Bank for the current year shall notify the Human Resources Office no later than December 20, 2002. Such notification shall be in writing. For subsequent years, the enrollment period ends on the last workday of September. Participation continues annually unless the member notifies the Human Resources Office in writing by the last workday of September.

Eligible members who begin after the regular school year has started have one month from their starting date to notify the Human Resources Office if they wish to join the Bank.

Members who have contributed for at least two years may defer contributions and maintain membership in the Sick Leave Bank. If the Sick Leave Bank falls below fifty days, it shall be replenished by an automatic contribution of one additional day from each member of the bank. Such replenishment may occur no more than once per year.

A Sick Leave Bank Committee will be established consisting of five (5) members designated by the Association. The Committee is responsible for its own internal organization and for establishing application procedures. The decisions of the Committee are final and binding. Such decisions are not subject to the grievance procedure.

The District shall administer the Sick Leave Bank. The Human Resources Office will set-up and maintain the Bank's records.

The Sick Leave Bank will become operative when the number of days reaches 100.

Eligibility for an amount of additional sick leave to be granted shall be governed by the following criteria:

- a. Applicant is a current contributing member of the Bank or has contributed at least two days to the Bank.
- b. Adequate evidence of serious illness or disability.
- c. Evidence of calamity in the immediate family.
- d. Prior utilization of all eligible sick leave.

The initial grant of sick leave by the Committee shall not exceed twenty (20) days. The Committee may grant extensions upon demonstration of need by the applicant.

Unused days in the Sick Leave Bank shall be carried over into the Bank that is established for the next academic year.

SIDE LETTER OF AGREEMENT
CHILDREN'S CENTER INSTRUCTORS' PLAN TO
REDUCE EXCESS VACATION DAYS

The District and the Association agree to the following plan for Children's Center Instructors to reduce excess accrued vacation days currently on the books.

1. Excess days will be defined for each individual as the number of vacation days currently on the books, which exceed the contractually allowed number of days.
2. After November 2002 vacation hours are accrued, the number of excess days will be determined for each individual. Each Children's Center Instructor will receive a letter from the Human Resources Division stating the number of vacation days on the books and the target numbers for each subsequent year.
3. By June 30, 2003, each Children's Center Instructor will be required to have reduced the number of excess days by five (5).
4. By June 30 of each subsequent year, each Children's Center Instructor will be required to reduce the number of excess days on the books by ten (10) until the number of excess days reaches zero.
5. If, on June 30 of any year, the number of excess days on the books is greater than the target number for that year, then the number of days greater than the target number will be lost.
6. Every effort will be made to accommodate Children's Center Instructor vacation requests.

Teacher Name: _____

Date: _____

Administrator of Record: _____

Due: September 30

ON-TRACK CERTIFICATED EVALUATION PROFILE

Directions This document is to be completed by each “on-track” bargaining unit member and returned to the administrator of record or his/her designee by September 30.

Please examine each of the California Standards for the Teaching Profession and assess your strength in that area. Circle a plus, o.k. or minus to identify your sense that this area is an area of strength for you, that you are competent in the area or that you feel you may have weaknesses in the area. Consider using an area of weakness as a focus to work on for this school year. This profile will be reviewed with your administrator of record at your intake interview.

This document will not be placed in the member’s personnel file.

Standard 1: Engaging and Supporting all Students in Learning

1.	Connecting students’ prior knowledge, life experience and interests with learning goals.	-	OK	+
2.	Using a variety of instructional strategies and resources to respond to students’ diverse needs.	-	OK	+
3.	Facilitating learning experiences that promote autonomy, interaction and choice.	-	OK	+
4.	Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.	-	OK	+
5.	Promoting self-directed, reflective learning for all students.	-	OK	+

Standard 2: Creating and Maintaining Effective Environments for Student Learning

1.	Creating a physical environment that engages all students.	-	OK	+
2.	Establishing a climate that promotes fairness and respect.	-	OK	+
3.	Promoting social development and group responsibility.	-	OK	+
4.	Establishing and maintaining standards for student behavior.	-	OK	+
5.	Planning and implementing classroom procedures and routines that support student learning.	-	OK	+
6.	Using instructional time effectively.	-	OK	+

Standard 3: Understanding and Organizing Subject Matter for Student Learning

1.	Demonstrating knowledge of subject matter content and student development.	-	OK	+
2.	Organizing curriculum to support student understanding of subject matter.	-	OK	+
3.	Interrelating ideas and information within and across subject matter areas.	-	OK	+
4.	Developing student understanding through instructional strategies that are appropriate to the subject matter.	-	OK	+
5.	Using materials, resources and technologies to make subject matter accessible to students.	-	OK	+

Standard 4: Planning Instruction and Designing Learning Experiences for all Students

1.	Drawing on and valuing student's backgrounds, interests and developmental learning needs.	-	OK	+
2.	Establishing and articulating goals for student learning.	-	OK	+
3.	Developing and sequencing instructional activities and materials for student learning.	-	OK	+
4.	Designing short-term and long-term plans to foster student learning.	-	OK	+
5.	Modifying instructional plans to adjust for student needs.	-	OK	+

Standard 5: Assessing Student Learning

1.	Establishing and communicating learning goals for all students.	-	OK	+
2.	Collecting and using multiple sources of information to assess student learning.	-	OK	+
3.	Involving and guiding all students in assessing their own learning.	-	OK	+
4.	Using the results of assessments to guide instruction.	-	OK	+
5.	Communicating with students, families and other audiences about student progress.	-	OK	+

Standard 6: Developing as a Professional Educator

1.	Reflecting on teaching practice and planning professional development.	-	OK	+
2.	Establishing professional goals and pursuing opportunities to grow professionally.	-	OK	+
3.	Working with communities to improve professional practice.	-	OK	+
4.	Working with families to improve professional practice.	-	OK	+
5.	Working with colleagues to improve professional practice.	-	OK	+
6.	Balancing professional responsibilities and maintaining motivation.	-	OK	+

EAST SIDE UNION HIGH SCHOOL DISTRICT

2002 - 2003 Evaluation Option Form

Name of Teacher: _____

Date of intake interview: _____
(must be completed by November 1)

Administrator of Record: _____

School: _____

Evaluation option chosen by teacher (circle one):

- | | | |
|--------------------|----------------------|---|
| a. Project-based | c. Experiment-based | e. Traditional [agree to extend summary |
| b. Portfolio-based | d. Performance-based | letter deadline _____ (initials)] |

If a, b, c, or d is selected, will this be a team effort? yes no

If yes, who else will be working in this effort? _____

If a, b, c or d is selected, what are the target dates for identifying benchmarks and completion of the effort?

DATE	ACTIVITY TO BE CHECKED OR OBSERVED
_____	_____
_____	_____
_____	_____
_____	_____

Teacher's Signature

Date
(must be completed by Nov. 1)

Administrator's Signature

All aspects of non-traditional or traditional evaluations, except for the exit interview, must be completed by April 15 of any given year unless mutually agreed to by the member and the administrator of record. Any extension of these dates must be made in writing on the Evaluation Option Plan not later than April 15.
An exit interview will occur for each on-track permanent employee not later than April 30 of the evaluation year, unless mutually agreed to in writing on the Evaluation Option Plan. CBA 11.3.4.4/11.3.4.5.

The teacher and the administrator of record agree to extend the contractual deadlines until _____, 2003.

Teacher's Signature

Date

Administrator's Signature

Date of exit interview (must be completed by April 30 unless signed above): _____

Teacher will be (circle one): **off-track** **on-track** **on remediation** for the 2003–2004 school year.

Teacher's Signature

Date

Administrator's Signature

Date

Teacher please note:

In accordance with Education Code Section 44031, you are hereby notified that this document will be placed in your personnel file at the end of ten (10) working days. You have the right to have your written comments attached and placed in your personnel file.

Return this form to Human Resources for placement in the teacher's personnel file. Make a copy for the teacher.

East Side Union High School District Evaluation – Temporary

Name of teacher: _____ Date of pre-conference: _____

Administrator of Record: _____ Date of observation: _____

School: _____ Date of post-conference: _____

Brief description of the lesson, including objective:

Commendations for the lesson:

Recommendations for improving the lesson:

Areas of strength:

Areas of recommended growth:

Teacher's Signature

Administrator of Record Signature

Teachers please note:

In accordance with Education Code Section 44031, you are hereby notified that this document will be placed in your personnel file at the end of ten (10) working days. You have the right to have your written comments attached and placed in your personnel file.

**EAST SIDE UNION HIGH SCHOOL DISTRICT
&
EAST SIDE TEACHERS ASSOCIATION/CTA/NEA
Problem Resolution Form**

☐ RESOLUTION REACHED

Action Plan:

<i>Action</i>	<i>Person Responsible</i>	<i>Due Date</i>

☐ RESOLUTION NOT REACHED

Give details as to why a resolution was not reached.

Signature of Member (if appropriate)

Date

Signature of Association

Date

Signature of Management

Date

EAST SIDE UNION HIGH SCHOOL DISTRICT
&
EAST SIDE TEACHERS ASSOCIATION/CTA/NEA
Grievance Form

<div style="border: 1px solid black; width: 60px; height: 40px; margin-bottom: 5px;"></div>	Level I	_____	(within 10 school days of occurrence)
		<i>Filing Date</i>	
<div style="border: 1px solid black; width: 60px; height: 40px; margin-bottom: 5px;"></div>	Level II	_____	(within 5 school days of conclusion of Level I)
		<i>Filing Date</i>	

Name _____ *Member/Association* _____ *Management*

List parties involved in this problem: _____

Issue/Concern/Problem: _____

Date of Occurrence: _____

Specific Contract Violation(s): _____

Remedy Sought: _____

WAIVER

AH EV FH IH JL MP OG PH ST SC WCO YB

Semester: Fall Spring Date: _____
(circle one)

DEPARTMENTAL

☐ Check and fill out #1 (below) if this is a departmental waiver. Departmental waiver means that all members of the department agree to the waiver.

1. We, the members of the _____ department, wish to waive our rights under Article 15 in its entirety. We understand that by signing this waiver, we agree neither to grieve our class size nor to receive any compensation specified in Article 15.

Signatures of department members: (All members of the department must agree to waive Article 15.)

_____	_____
_____	_____
_____	_____
_____	_____

INDIVIDUAL

☐ Check and fill out #2 (below) if this is an individual teacher/period waiver.

2. I wish to waive my rights under Article 15 in its entirety. I understand that by signing this form, I will neither grieve my class size nor receive any compensation specified in Article 15.

This waiver is for my _____ period _____ class.

For reference purposes only, the current enrollment in this class is _____.

Please print teacher's name: _____

Teacher's signature: _____

Association's signature: _____

Copies to: Director of Employer-Employee Relations, APED, Dept./Individual, ESTA